

2007

County of Los Angeles  
**DEPARTMENT OF PUBLIC SOCIAL SERVICES**

12860 CROSSROADS PARKWAY SOUTH • CITY OF INDUSTRY, CALIFORNIA 91746  
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Chief Deputy



Board of Supervisors:  
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First District

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Second District

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Fifth District

March 6, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO AWARD A CONTRACT TO  
SELECTREMEDY, TO PROVIDE TERMINAL OPERATOR  
SERVICES FOR THE STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS)  
(ALL DISTRICTS - 3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that services performed under this contract can be performed more economically by Contractor than by County employees.
2. Approve and instruct the Chairman to sign the enclosed contract with SelectRemedy, for the provision of Statewide Fingerprint Imaging System (SFIS) Terminal Operator Services for the Department of Public Social Services (DPSS), effective April 1, 2007 through March 31, 2010, at a three-year cost of \$4,531,549. The contract cost is funded with CalWORKs Single Allocation and Food Stamp Allocation. The share of cost associated with General Relief results in an estimated three-year net County cost (NCC) of \$220,000, of which, \$18,000 is for FY 2006-07. Funding for this contract has been included in the FY 2006-07 Adopted Budget. Funding for future years will be included in the Department's budget requests.
3. Delegate authority to the Director of DPSS to prepare and sign amendments to the contract for a decrease in the contract costs, or for an increase of no more than ten percent of the total original contract amount when the increase is necessitated by additional and necessary services that are required for Contractor to comply with changes in federal, State, or County requirements.

*"To Enrich Lives Through Effective And Caring Service"*

The approval of County Counsel and the Chief Administrative Office (CAO) will be obtained prior to executing such amendments, and the Director will notify the CAO in writing within ten business days after execution.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The contract with SelectRemedy will provide approximately 44 skilled clerks (and additional skilled back-up clerks to cover absences) to continue operating SFIS fingerprint image workstations once the current contract expires on March 31, 2007. SFIS workstations are currently located in 32 DPSS offices.

The SFIS system has proved to be an effective tool in fighting fraud in the County's CalWORKs and General Relief cases. The use of trained contracted staff to operate the SFIS workstations in the interface with LEADER and the Statewide SFIS system ensures that duplicate aid matches on the system are accurately identified and processed.

#### **Implementation of Strategic Plan Goals**

The contract is consistent with the principles of the Countywide Strategic Plan Goal #4, Fiscal Responsibility; Strengthen the County's fiscal capacity.

#### **FISCAL IMPACT/FINANCING**

The Contractor will be paid a firm fixed hourly rate of \$16.34 and an overtime hourly rate of \$24.51 for providing terminal operators during the three-year period with no cost of living adjustment (COLA) increase. The maximum three-year contract cost is \$4,531,549 for 44 full-time skilled clerks and skilled back-up clerks.

Funding for the SFIS services of CalWORKs and Food Stamp program cases is from CalWORKs Single Allocation and Food Stamp Allocation. There is no NCC impact after the required Maintenance of Efforts (MOE) related to these programs is met by the County. The MOE is the County's matching fund obligation for the State CalWORKs Single Allocation funding. The cost associated with General Relief program cases results in an estimated three-year NCC of \$220,000, of which \$18,000 is for FY 2006-07.

The SFIS contract under the Proposition A exception to the civil service requirement to use County employees will save the County approximately \$829,112, a savings of 14.3 percent.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The contract term will be for three years, commencing April 1, 2007, or one day after Board approval, whichever is later, through March 31, 2010.

The Contractor will recruit and provide, throughout the contract term, skilled clerical staff to be trained as terminal operators to finger image applicants of the GR, CalWORKs and Food Stamp programs. Approximately 44 operators will be assigned to 32 DPSS offices located throughout the County. The Contractor will have trained back-up staff available in order to replace staff promptly should absences occur.

The award of this contract will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations.

The Contractor will not be asked to perform services which will exceed the contract rates, scope of work, and contract term.

The CAO has approved the contract provisions for amendments to increase the contract amount when the increase is necessitated by additional and necessary services. The scope of the delegated authority to amend the contract has been approved by County Counsel.

The contract is in compliance with all Board and CAO requirements and has been approved as to form by County Counsel.

### **CONTRACTING PROCESS**

Statewide Fingerprint Imaging System (SFIS) services were solicited through a competitive process in accordance with Los Angeles County Code section 2.121 and California Department of Social Services regulations on Purchase of Service, Chapter 23-600. On August 17, 2006, DPSS released a Request for Proposals (RFP).

DPSS advertised the solicitation by mailing interest letters to 103 potential bidders, including firms listed in the "County of Los Angeles Directory of Minority and Women-Owned Businesses." The Department also placed advertisements in thirteen newspapers, including publications targeting minority communities. Additionally, the RFP was posted on the Los Angeles County Bid Website and DPSS website.

In response to the August 17, 2006 RFP, the Department received four proposals and all met minimum mandatory requirements. Three of the four proposers advanced to the Oral Presentations, the final phase of the evaluation process. PDQ, the current Contractor, ranked the highest.

On December 19, 2006 a debriefing meeting was conducted in which two of the non-selected proposers participated.

All four of the proposers reported labor violations; however, the County's Labor Law/Payroll Violation Assessment Team determined that the violations did not warrant point deductions in any of the RFP scores.

During the evaluation process, PDQ Personnel Services, Inc., the winning proposer (and incumbent Contractor), notified DPSS that they were involved in a pending merger with Koosharem dba SelectRemedy. DPSS conducted a thorough review of the impact of the acquisition on the existing contracts and the pending solicitation and determined SelectRemedy would be able to fulfill the contract in the same manner as PDQ. SelectRemedy also qualifies under the RFP wage evaluation process as PDQ did during the RFP.

The Department has evaluated and determined that the Contractor fully complies with the requirements of the Living Wage Program (County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage.

The Auditor-Controller has reviewed the cost comparison and concurs that the contract is cost effective.

#### **IMPACT ON CURRENT SERVICES**

The award of this contract will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County. The contract will not result in reduced services.

**CONCLUSION**

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return four adopted stamped Board Letters and four original signed copies of the contract to the Director of DPSS.

Respectfully submitted,



Bryce Yokomizo  
Director

Enclosures

c: Chief Administrative Officer  
County Counsel  
Auditor-Controller  
Executive Officer, Board of Supervisors  
Office of Affirmative Action Compliance

**PROPOSITION A CONTRACTING  
COMPARISON OF ESTIMATED AVOIDABLE COSTS TO THE COST OF  
CONTRACTING SFIS TERMINAL OPERATOR SERVICES**

**COUNTY COSTS**

(44 Intermediate Clerks)

**Direct Costs**

Salaries & Bonuses	\$3,886,469
Employee Benefits	\$1,868,739
Equipment/ S&S	<u>\$ 60,404</u>

<b>Total County Cost</b> (Avoidable Costs for Prop A Purposes)	\$5,815,612
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**CONTRACT COSTS****Direct Costs**

Contract Cost	\$4,531,549
Other Costs	<u>-0-</u>
<b>Total Direct Costs</b>	<u>\$4,531,549</u>

**Indirect Costs**

Employee Retraining	-0-
Contract Monitoring (1 HSA I & 1 ITC)	<u>\$ 454,951</u>
<b>Total Indirect Costs</b>	<u>\$ 454,951</u>

<b>Total Contract Cost</b>	\$4,986,500
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<b>Estimated Savings from Contracting</b>	\$ 829,112
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**PROPOSITION A CONTRACTING  
CONTRACT EMPLOYEE WAGES AND BENEFITS  
SELECTREMEDY**

The proposed contract would save the County the cost of hiring staff to provide SFIS terminal operator services. The estimated three year savings is \$829,112 based on Auditor-Controller guidelines for cost comparison. Additional information on contract employees' wages and benefits is provided below.

**COMPARISON OF WAGES**

<b><u>Position</u></b>	<b><u>County Costs</u></b>	<b><u>Contractor Costs</u></b>
Intermediate Clerk	\$3,886,469	\$4,531,549
Employee Benefits	\$1,868,739	\$ 179,664

**CONTRACTOR EMPLOYEE BENEFITS**

**Benefits**

Health Plan	No. PDQ will pay Living Wage hourly rate at \$11.84 per hour in lieu of extending health care benefits.
Dental Plan	No
Sick Leave	No
Vacation	No. In lieu of vacation days, a bonus check equal to 1 week's is paid if employee has worked 1,800 hours. Employee eligible to this bonus after each 1800 hours worked.
Holidays	Yes, 5 days/year
Life Insurance	No
Retirement	No
Social Security	Yes

**Health Benefits/Coverage**

Annual Deductible	N/A
Benefits/Coverage Provided	N/A

**DEPARTMENT OF  
PUBLIC SOCIAL SERVICES**



**STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS)  
TERMINAL OPERATOR SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
SELECTREMEDY**

Prepared by  
Department of Public Social Services  
Contract Management Division  
12900 Crossroads Parkway South  
City of Industry, California 91746-3411

**March 2007**



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**AGREEMENT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
SELECTREMEDY**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2007, by and between the County of Los Angeles, hereinafter referred to as the County and SelectRemedy., hereinafter referred to as Contractor. SelectRemedy is located at 3820 State Street, Santa Barbara, California 93105.

**RECITALS**

WHEREAS, the County may contract with private businesses for Statewide Fingerprint Imaging System services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Statewide Fingerprint Imaging System services for Los Angeles County; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract with Contractor for Statewide Fingerprint Imaging System services; and

WHEREAS, pursuant to Section 44.7 of the Los Angeles County Charter, as implemented by Los Angeles County Code Chapter 2.121, pursuant to which County is permitted to contract with private businesses to perform services when it is more economical to do so; and

WHEREAS, Contractor has submitted a proposal to the County for the provisions of such services, and based on competitive negotiation bidding under Los Angeles County Code 2.121.330, Contractor is selected for recommendation to the County Board of Supervisors for award of this Agreement; and

NOW, THEREFORE, the parties hereto agree as follows:

**1.0 APPLICABLE DOCUMENTS**

1.1 Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T and U as set forth below, are attached to and form a part of this Agreement.

1.2 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the Agreement and Attachments, or between Attachments, said conflict or inconsistency shall be resolved by giving precedence first to this Agreement, and then to the Attachments according to the following priority:

Attachment A Statement of Work & Technical Exhibits  
Attachment B Budget Sheet & Employee Benefits  
Attachment C Invitation for Bid/Request for Proposals

Attachment D Certification of Independent Price Determination  
Attachment E Certificate of No Conflict Of Interest  
Attachment F Bidder's/Offeror's EEO Certification  
Attachment G Bidder's/Offeror's Nondiscrimination in Svcs. Certification  
Attachment H Contractor Vendor Assurance of Compliance of Civil Rights Resolution Agreement  
Attachment I Contractor Employee Jury Service Program - Certification Form & Application for Exception Restrictions  
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Attachment N Civil Rights Complaints Flow Chart  
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Attachment Q Safely Surrendered Baby Law Fact Sheet  
Attachment R Charitable Contributions Certification  
Attachment S Living Wage Contractor Living Wage Declaration  
Attachment T Living Wage Model Contractor Staffing Plan  
Attachment U Living Wage Program

- 1.3 This Agreement and the Attachments attached hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

## 2.0 **DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

**Board of Supervisors:** The Board of Supervisors is the governing body of the County of Los Angeles.

**Budget:** The document that details the Contractor's costs for providing services and is included in the Contract. Included in the Budget are the following:

- **Direct Costs** - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Supplies, Applicable Taxes and other (specified).
- **Indirect Costs** - General Accounting/Bookkeeping, Management Overhead and other (specified).

- **Total Cost to Contract Services** - The total cost to Direct and Indirect Costs

**Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work. (Attachment A of the Contract)

**Contract Manager:** The individual designated by the Contractor to administer the contract operations after the contract award.

**Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

**County Contract Administrator:** Person with responsibility to oversee the day-to-day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.

**County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County Contract Administrator.

**Day(s):** Calendar day(s) unless otherwise specified.

**Department of Public Social Services:** County department responsible for providing social, financial, and employment services to eligible persons in Los Angeles County.

**Fiscal-Year:** The twelve (12) month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.

### **3.0 SCOPE OF WORK**

Pursuant to the provisions of this contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Statement of Work, Attachment A. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### **4.0 TERM OF CONTRACT**

- 4.1 Subject to the termination provisions set forth herein, the term of this Agreement shall commence on April 1, 2007, or the day after Board of Supervisor's approval, whichever is later, and shall continue through March 31, 2010.

## **5.0 CONTRACT AMOUNT**

**5.1** The maximum contract amount for the three (3) year term will be \$4,531,459.

**5.2** Payment to the Contractor shall be made in arrears on a monthly basis, at the hourly rates specified below for services performed, provided that Contractor is not in default under any provision of this Agreement and has submitted a complete and accurate invoice due with supporting documentation (District Timesheets), attached to the invoice (Technical Exhibit 8.0). Contractor shall comply with all wage and hour laws and all applicable provisions of the Federal Fair Labor Standards Act.

Regular Hourly Rate: \$16.34

Overtime Hourly Rate: \$24.51

**5.3** The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

**5.4** The Contractor shall notify DPSS when this contract is within six (6) months from the expiration of the term as provided for herein above. Upon occurrence of this event, Contractor shall send written notification to DPSS at the address to be provided by DPSS.

**5.5** Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this contract. Upon occurrence of this event, Contractor shall send written notification to DPSS at the address to be provided by DPSS.

**5.6** COUNTY shall pay the Contractor for terminal operator services provided under this Agreement at the rates agreed upon, including any offset authorized by this Agreement, or otherwise authorized by law.

**5.7** Upon County's review and approval of an accurate invoice, the County shall authorize payment and process the approved invoice for payment, providing Contractor is not in default under any provision of this Agreement. The County shall adjust Contractor's future invoice amounts for any liquidated damages or other offset authorized by the Agreement not deducted from any payment made by County to Contractor.



- 5.8 County shall make a reasonable effort to effect payment to Contractor within thirty (30) calendar days of receipt of an invoice which is accurate as to form and content.
- 5.9 The County may delay the last payment due (plus the previous full month payment due if the last payment is for less than a full month) until six (6) months after the expiration of this Agreement. The Contractor shall be liable for payment within thirty (30) days written notice of any liquidated damages or other offset authorized by this Agreement not deducted from any payment made by County to Contractor.
- 5.10 Prior to receiving final payment under this Agreement, Contractor shall submit a signed written release discharging County, its officers and employees, from all liabilities, obligations and claims arising out of or under this Agreement.
- 5.11 Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.
- 5.12 Invoices and Payments**
- 5.12.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Attachment A, Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Attachment B, Budget Sheet, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment shall be due to the Contractor for that work.
- 5.12.2 The Contractor's invoices shall be priced in accordance with Attachment B, Budget Sheet.
- 5.12.3 The Contractor's invoices shall contain the information set forth in Attachment A, Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

**5.12.4** Contractor shall prepare and submit monthly invoices in the format similar to Attachment A, Technical Exhibit 8.0, each in an original and one copy, to the County Contract Administrator (CCA) within fifteen (15) calendar days following the end of the month which services were provided or payment may be delayed. Contractor shall submit its invoices to the attention of the CCA at the following address, and to such additional addresses as may be directed in writing from time to time by the CCA:

**Department of Public Social Services  
SFIS Terminal Operator Services CCA  
Contract Management Division, Section I  
12900 Crossroads Parkway South, 2<sup>nd</sup> Floor  
City of Industry, CA. 91746-3411**

**5.12.5** All invoices submitted by the Contractor for payment must have the written approval of the County Contract Administrator prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

**5.13** Subject to the County's right to terminate earlier for convenience, which includes non-appropriation of funds, default of the Contractor, substandard performance of the Contractor, improper consideration given/offered to the County with respect to the award of this Agreement, or breach of warranty to maintain compliance with the County's Child Support Compliance Program, the Contractor shall, upon receipt of notice of termination:

**5.13.1** Immediately eliminate all new costs and expenses under this Agreement. In addition, the Contractor shall immediately minimize all other costs and expenses under this Agreement. The Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination and prior to termination date.

**5.13.2** Promptly report to the County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

**5.14** Subject to non-appropriation of funds, default of the Contractor, substandard performance of the Contractor, improper consideration given/offered to the County with respect to the award of this Agreement, breach of warranty to maintain compliance with the County's Child Support Compliance Program, changes in legal requirements regarding contracting for services, and changes that eliminate or substantially reduce the County's legal requirements for services, Contractor shall,

upon receipt of notice of termination, comply with the terms stated in 5.13.1 and 5.13.2 above.

## **6.0 ADMINISTRATION OF CONTRACT – COUNTY COUNTY ADMINISTRATION**

The County shall notify the Contractor in writing of any change in the names or addresses shown. A listing of all County Administration referenced in the following Sub-paragraphs are designated in Attachment O, County's Administration.

### **6.1 County Contract Administrator (CCA)**

The responsibilities of the County Contract Administrator (CCA) include:

- ensuring that the objectives of this contract are met;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- meeting with Contractor's Project Manager on an as needed basis; and
- monitoring any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The CCA is not authorized to make any changes in any of the terms and conditions of this contract and is not authorized to further obligate County in any respect whatsoever. The CCA is responsible for overseeing the day-to-day administration of this contract.

## **7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

### **7.1 Contract Manager**

**7.1.1** Contractor shall notify the County in writing of any change in the name or address of the Contract Manager. The Contractor's Project Manager is designated in Attachment P, Contractor's Administration.

**7.1.2** Contract Manager must have a minimum three (3) years of case management experience, or experience substantially similar to these services. Contractor shall notify the County in writing of any change in the name or address of the Contract Manager.

**7.1.3** Contract Manager shall be responsible for Contractor's day-to-day activities as related to this contract and shall coordinate with CCA on an as needed basis.

## **7.2 Contractor's Staff Identification**

- 7.2.1** Contractor shall furnish and require every on-duty employee to wear a visible photo identification badge, identifying employee by name, and company. Such badge shall be displayed on employee's person at all times he/she is on duty.
- 7.2.2** Contractor shall notify the County within one business day when staff is terminated from working on this contract. Contractor is responsible to retrieve and immediately destroy the staff's specified photo identification badge at the time of removal from the County contract.
- 7.2.3** If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's photo identification badge at the time of removal from working on the contract.

## **7.3 Background and Security Investigations**

- 7.3.1** All Contractor staff performing work under this contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this contract. County shall use its discretion in determining the method of background clearance to be used, which may include, but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- 7.3.2** County may request that Contractor's staff be immediately removed from working on the County contract at any time during the term of the contract. County is not obligated to provide the Contractor or Contractor's staff any information obtained through the County conducted background clearance.
- 7.3.3** County may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of the County, whose background or conduct is incompatible with County facility access, at the sole discretion of the County.
- 7.3.4** Disqualification, if any, of Contractor staff, pursuant to this subparagraph 7.3, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

#### **7.4 Confidentiality**

The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, subcontractors, and agents providing services hereunder of the confidentiality provisions of this Contract. Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Attachment K.

### **8.0 TERMS AND CONDITIONS**

#### **8.1 ASSIGNMENT AND DELEGATION**

- 8.1.1** The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.1.2** Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.1.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## **8.2 AUDIT SETTLEMENT**

If, at any time during the term of the Contract or within five (5) years after the expiration or termination of the Contract, authorized representatives of County conduct an audit of Contractor regarding the services provided to the County hereunder, and if such audit finds that the County's dollar liability for such services is less than payments made by County to the Contractor, then Contractor agrees that the difference, at the Director's discretion, shall be either: 1) repaid forthwith by the Contractor to County by cash payment, or 2) at the County's option, credited against any future payments due by the County, to the Contractor, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for services provided hereunder is more than payments made by the County to the Contractor, then the difference shall be paid to Contractor by the County provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

## **8.3 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

## **8.4 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

## **8.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. part 76)**

Contractor hereby acknowledges that the County is prohibited from Contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended,

debarred, ineligible, or excluded from securing federally funded Contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owner, officer, partner, director or other principal of any Subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its Subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

#### **8.6 CHANGES OF ADDRESS**

Either party can designate a new address by giving written notice to the other party.

#### **8.7 CHANGE NOTICES AND AMENDMENTS**

**8.7.1** The County reserves the right to initiate Change Notices that do not affect the scope, term, contract sum, or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by County Contract Administrator.

**8.7.2** For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this contract, an Amendment shall be prepared and executed by the County Board of Supervisors and the Contractor.

**8.7.3** The DPSS Director may prepare and sign amendments to the contract without further action by the County Board of Supervisors under the following conditions:

**8.7.3.1** Amendments shall be in compliance with applicable County, State and Federal regulations.

**8.7.3.2** DPSS Director may, without further action by County's Board of Supervisors prepare and sign amendments to this contract which increase or decrease payments to Contractor which are commensurate with increases or decreases in the units of service being provided under this Contract under the following conditions:

a. County's total payments to Contractor shall not increase or decrease more than 10% per year; and

- b. in the aggregate above the original maximum contract sum during the term of this contract.

**8.7.3.3** The County Board of Supervisors has appropriated sufficient funds in the Department of Public Social Services' (DPSS) Budget.

**8.7.3.4** DPSS shall obtain the approval of County Counsel and CAO for an amendment to this Contract.

**8.7.3.5** DPSS Director will file a copy of all amendments with the Executive Office of the County Board of Supervisors and Chief Administrative Office within fifteen (15) days after execution of each amendment.

## **8.8 CHILD/ELDER ABUSE/FRAUD REPORTING**

Contractor staff working on this Contract shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Code Sections 11166 and 11167.

**8.8.1** Contractor staff working on this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

**8.8.2** Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the County.

## **8.9 COLLECTIVE BARGAINING AGREEMENT**

To comply with California Department of Social Services Regulations Section 23-610 (d) (22), the Contractor agrees to provide to the County, upon request, a copy of any collective bargaining Contract covering employees providing services under the Contract.



## **8.10 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen (15) business days after Contract effective date, the Contractor shall provide County with the Contractor's policy for receiving, investigating and responding to user complaints.

**8.10.1** The County Contract Administrator (CCA) will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

**8.10.2** If the CCA requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

**8.10.3** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

The Contractor shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines. Copies of all written responses shall be sent to the CCA within three (3) business days of mailing to the complainant.

## **8.11 COMPLIANCE WITH APPLICABLE LAW**

**8.11.1** The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

**8.11.2** The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

## **8.12 COMPLIANCE WITH CIVIL RIGHTS LAW**

Contractor shall abide by the provisions of Title VI and Title VII of the Federal Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; the Food Stamp

Act of 1977; the Americans with Disabilities Act of 1990; WIC Section 10000; California Department of Social Services Manual of Policies and Procedures, Division 21; and other applicable Federal and State laws, rules and regulations to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement, Contractor shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age or disability.

The Contractor shall sign and adhere to Attachment G, "Bidder/Offeror's Nondiscrimination in Services Certification" with this Contract.

**8.12.1** In addition, a Resolution Agreement between the DPSS and the Federal Office for Civil Rights, Department of Health and Human Services, that was signed on October 23, 2003, requires additional Civil Rights actions by DPSS in providing services to the public through Contracts for all CalWORKs/TANF funded Contracts and MOUs. Contractor shall comply with the terms of the Resolution Agreement as set forth in Attachment H, and as directed by DPSS. Contractor shall sign and return the Resolution Agreement with this Contract.

### **8.13 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

#### **8.13.1 Jury Service Program**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

#### **8.13.2 Written Employee Jury Service Policy**

**8.13.2.1** Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

**8.13.2.2**

For purposes of this Subsection, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County Contractor and have received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if:

1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Subsection shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

**8.13.2.3**

If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program.

The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

**8.13.2.4** Contractor's violation of this Subsection of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

#### **8.14 COMPLIANCE WITH WAGE AND HOUR LAWS/FAIR LABOR STANDARDS ACT**

The Contractor shall comply with all wage and hour laws and all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by the Contractor's employees for which the County may be found jointly or solely liable.

#### **8.15 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM**

##### **8.15.1 Living Wage Program**

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Attachment S and incorporated by reference into and made a part of this Contract.

##### **8.15.2 Payment of Living Wage Rates**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Subsection 8.15.2 under the Contract:
  - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

- b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this Sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of

the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

#### **8.15.3 Contractor's Submittal of Certified Monitoring Reports**

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (Attachment U) Model Contractor Staffing Plan, or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information.

The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

#### **8.15.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims**

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

#### **8.15.5 County Auditing of Contractor Records**

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

#### **8.15.6 Notifications to Employees**

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

#### **8.15.7 Enforcement and Remedies**

If the Contractor fails to comply with the requirements of this Sub-paragraph, the County shall have the rights and remedies described in this Sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
  - a. Withholding of Payment If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. Liquidated Damages It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
  - c. Termination The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material



breach, the County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less than the Required Living Wage If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding Payment If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. Termination The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

3. Debarment In the event the Contractor breaches a requirement of this Sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach in accordance with Los Angeles County Code, Chapter 2.202, "Determination of Contractor Non-Responsibility and Contractor Debarment".

#### **8.15.8 Use of Full-Time Employees**

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

#### **8.15.9 Contractor Retaliation Prohibited**

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this Sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

#### **8.15.10 Contractor Standards**

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

#### **8.15.11 Employee Retention Rights**

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:
  - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
  - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
  - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. The Contractor is not required to hire a retention employee who:
  - a. Has been convicted of a crime related to the job or his or her performance; or
  - b. Fails to meet any other County requirement for employees of a Contractor.
3. The Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

#### **8.15.12 Neutrality in Labor Relations**

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

#### **8.16 CONFLICT OF INTEREST**

- 8.16.1 No County employee whose position with the County enables such employee, to influence the award of this Contract or any competing

Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

**8.16.2** The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

**8.17 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

**8.18 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.19 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustee and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment R, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with the California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination or debarment proceedings or both. (County Code Chapter 2.202).

## **8.20 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT**

**8.20.1** A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

**8.20.2** The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

**8.20.3** The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

**8.20.4** If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and

will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 8.20.5** The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.20.6** After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.20.7** If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 8.20.8** The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.20.9 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.20.10 These terms shall also apply to Subcontractors of County Contractors.

**8.21 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. Department of Public Social Services will supply the Contractor with the poster to be used. The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment Q of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**8.22 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.22.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.22.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for

Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## **8.23 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other deductions as specified in this Contract.

## **8.24 CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT**

**8.24.1** The Contractor shall maintain the confidentiality of all records obtained from the County under the Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

**8.24.2** The Contractor shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of the Contract.

**8.24.3** The Contractor shall cause each employee performing services covered by the Contract to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", Attachment K. By State law, including without limitation (W & I Code, Section 10850 et seq. and 17006), all of the case records and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles County Department of Public Social Services (DPSS) so designated without written authorization from DPSS.

## **8.25 CONTRACTOR'S CERTIFICATION OF BILINGUAL STAFF**

Contractor must have a certification process in place to ensure that bilingual staff are proficient in oral and/or written communication in English and in the specified non-English language(s). Upon request, Contractor shall provide County with standards/process used to certify proficiency of bilingual staff.



## **8.26 COVENANTS AGAINST FEES**

Contractor warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to terminate this Contract and recover the full amount of such commission, percentage, brokerage or contingent fee.

## **8.27 CRIMINAL CLEARANCES**

**8.27.1** For the safety and welfare of the children to be served under this Agreement, Contractor agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent Contractors, volunteers or subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.

**8.27.2** Contractor shall immediately notify County of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent Contractor, volunteer staff or Subcontractor who may come in contact with children while providing services under this Agreement when such information becomes known to Contractor.

**8.27.3** Contractor agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, moral, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) those defined in the following Penal code sections or any other existing or future Penal Code sections which address such crimes: 261.5, 220, 243.4, 245, 264.1, 272, 273a, 273ab, 273d, 273g, 273.5, 286, 288, 288a, 290, 314, 368 (b), 647(a) (b), 647.6, and 667.5 (c).

## **8.28 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS**

**8.28.1** Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

**8.28.2** If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

## **8.29 DISPUTES**

Any disputes between the County and the Contractor regarding the performance of services reflected in this Contract shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the DPSS Director or his designee, and the Director's or his designee's decision shall be final.

## **8.30 DISCLOSURE OF INFORMATION**

**8.30.1** Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain it, County will not inhibit the Contractor from publicizing its role under the Contract within the following conditions:

**8.30.2** Contractor shall develop all publicity material in a professional manner. During the course of performance on this Contract, the Contractor, its employees, agents, and Subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the County without the prior written consent of the Director. In no event shall the Contractor use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS. Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided, however, that the requirements of this Section 8.30 shall apply.

**8.30.3** The Contractor shall bring to the attention of the County Contract Administrator and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this contract. If the County Contract Administrator or County Project Director is not able to resolve the dispute, the Department Head, or designee shall resolve it.

## **8.31 EMPLOYEE SAFETY**

The Contractor will assure that the Contractor's employees:

**8.31.1** Are covered by an effective Injury and Illness Prevention Program.

8.31.2 Receive all required general and specific training on employee safety.

#### **8.32 EMPLOYMENT ELIGIBILITY VERIFICATION**

8.32.2 The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations.

8.32.2 The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.33 FACSIMILE REPRESENTATION**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Subsection 8.7, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

#### **8.34 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, deductions, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

### **8.35 FISCAL ACCOUNTABILITY**

Contractor shall adhere to strict fiscal and accounting standards and must comply with the Cost Principles of the Office of Management and Budget (OMB) Circular A-87, Cost Principles for States, Local, and Indian Tribal Governments; Circular A-122, Cost Principles for Non-Profit Organizations; and Circular A-133, Audits for States, Local Governments and Non-Profit Organizations.

### **8.36 FORCE MAJEURE**

Except with respect to defaults of any Subcontractor(s) Contractor shall not be liable for such excess costs, penalties, liquidated damages, nor shall it be considered in default of any obligation hereunder, if its failure to perform this contract arises out of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, work slowdowns, lockouts (other than a lockout by Contractor or any of Contractor's Subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be beyond the control and without fault or negligence of Contractor. If the failure to perform is caused by the default of a Subcontractor and if such default arises out of causes beyond the control of both Contractor and Subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess cost for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use all reasonable commercial efforts to obtain such goods or services from other sources and to mitigate the damages and reduce the delay of any of the above mentioned force majeure event. As used in this Paragraph 8.36, the term "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

### **8.37 GOVERNMENT OBSERVATIONS**

Federal, State, County and/or research personnel, in addition to departmental contracting staff, may observe performance, activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with the Contractor performance.

### **8.38 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by and construed in accordance with and governed by the laws of the State of California. Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment, further, this Contract shall be interpreted, and the parties' duties and obligations under this Contract shall be consistent with, any amendment to

any applicable statute, regulation, or any other law which occurs after the effective date of this Contract. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California, Central Division.

#### **8.39 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

#### **8.40 INDEPENDENT CONTRACTOR STATUS**

- 8.40.1** This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.40.2** The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.40.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.40.4** The Contractor shall adhere to the provisions stated in Section, 7.4 - Confidentiality.

## **8.41 GENERAL INSURANCE REQUIREMENTS**

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

### **8.41.1 Evidence of Insurance**

Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

**Department of Public Social Services  
Att: Thanh V. Do, Director  
Contract Management Division, Section I  
12900 Crossroads Parkway South, 2<sup>nd</sup> Floor  
City of Industry, CA 91746**

Prior to commencing services under this Contract, such certificates or other evidence shall specifically identify this Contract;

- Clearly evidence all coverage required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract;
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.41.2 Insurer Financial Ratings**

Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

#### **8.41.3 Failure to Maintain Coverage**

Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

#### **8.41.4 Notification of Incidents, Claims or Suits Contractor shall report to the County**

Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.

Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.

Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a "County Non-employee Injury Report" to the County Contract Administrator.

Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

#### **8.41.5 Compensation for County Costs**

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

#### **8.41.6 Insurance Coverage Requirements for Subcontractors**

The Contractor shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of Subcontractors, or
- The Contractor providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage.
- The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

### **8.42 INSURANCE COVERAGE REQUIREMENTS**

#### **8.42.1 General Liability**

Insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

#### **8.42.2 Automobile Liability**

Written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

#### **8.42.3 Workers' Compensation and Employers' Liability**

Insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:



Each Accident:	\$1 million
Disease – Policy Limit:	\$1 million
Disease - Each Employee:	\$1 million

#### **8.43 LIQUIDATED DAMAGES**

**8.43.1** If, in the judgment of the DPSS Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the DPSS Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the DPSS Director, or his/her designee, in a written notice describing the reasons for said action.

**8.43.2** If the DPSS Director determines that there are deficiencies in the performance of this Contract that the DPSS Director deems are correctable by the Contractor over a certain time span, the DPSS Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the DPSS Director may:

- a. Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- b. Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Technical Exhibit, Section 4.3 and Attachment A, Technical Exhibit 2.0, Performance Requirements Summary (PRS) Chart, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
- c. Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

**8.43.3** The action noted in Subsection 8.43.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

**8.43.4** This Subsection shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Subsection 8.43.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

#### **8.44 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**

**8.44.1** The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.

**8.44.2** Notwithstanding any other provision of this Contract, this Contract shall be effective and binding upon the parties only in the event that sufficient funds for the purpose hereof are appropriated by the State and by the County's Board of Supervisors.

**8.44.3** County shall immediately notify Contractor in writing of such non-appropriation at the earliest possible date.

**8.44.4** In the event of non-appropriation of funds, procedures in Termination for Convenience of County, Section 8.65 shall apply.

#### **8.45 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROGRAM**

This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining, or attempting to obtain certification as a Local Small Business Enterprise. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in paragraph 1 above, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above deductions shall also apply if Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

#### **8.46 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any County, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

#### **8.47 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

- 8.47.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.47.2 The Contractor shall certify to, and comply with, the provisions of Attachment F, Bidder's/Offerrer's EEO Certification.
- 8.47.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.47.4** The Contractor certifies and agrees that it will deal with its Subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.47.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.47.6** The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subsection 8.47 when so requested by the County.
- 8.47.7** If the County finds that any provisions of this Subsection 8.47 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.47.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.

#### **8.48 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict DPSS from acquiring similar, equal or like goods and/or services from other entities or sources.

#### **8.49 NOTICE OF DELAYS**

Except as otherwise provided under this contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

#### **8.50 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015, Attachment L.

#### **8.51 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

**8.51.1** Contractor shall notify and provide to its employees, and shall require each Subcontractor (if any) to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby.

**8.51.2** The fact sheet is set forth in Attachment Q, Safely Surrendered Baby Law, and is also available on the internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes."

#### **8.52 NOTICES**

The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subsection 8.52 when so requested by the County.

##### **8.52.1 Notice of Meetings**

Contractor shall provide appropriate levels of staff at all meetings requested by the County. County will give five (5) business days prior notice to the Contractor of the need to attend such meetings. Contractor may verbally request meetings with the County, as needed, with five (5) business days advance notice. The advance notice requirement may be waived with the mutual consent of both the Contractor and the County.

#### **8.52.2 Delivery of Notices**

The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subsection 8.52 when so requested by the County. Delivery of notices shall be accomplished by e-mail, facsimile, hand-delivery or enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in a United States Post Office or substation thereof, or any public mail box.

#### **8.52.3 Notices to the Contractor**

Any such notice and the envelope containing same notice shall be addressed to the Contractor at its place of business.

#### **8.52.4 Notices to the County**

Notices and envelopes containing same notice to the County shall be addressed to:

**Department of Public Social Services  
Att: Thanh V. Do, Director  
Contract Management Division, Section I  
12900 Crossroads Parkway South, 2<sup>nd</sup> Floor  
City of Industry, California 91746-3411**

#### **8.52.5 Changes of Address**

Either party can designate a new address by giving timely written notice to the other party.

#### **8.52.6 Termination Notices**

In the event of suspension or termination of the Contract, written notices may also be given upon personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the Contractor.

### **8.53 PERFORMANCE REQUIREMENTS**

If Contractor fails to meet the Contract requirements as specified in Technical Exhibit 1.0, Performance Requirements Summary (PRS) hereunder, County may take actions specified in the PRS for deficiencies and failures of performance. Failure of Contractor to take corrective action to cure Contract discrepancies within the time frames stated in the PRS may result in the County applying the provisions of Section 8.66, Termination for Default. This Section 8.53 shall not in any manner restrict

or limit County's right to terminate this Contract for convenience per Section 8.65.

#### **8.54 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

#### **8.55 PUBLIC RECORDS ACT**

**8.55.1** Any documents submitted by Contractor, all information obtained in connection with the County's right to audit and inspect Contractor's documents, books and accounting records pursuant to Sub-paragraph 8.58, Record Retention and Inspection/Audit Settlement of this Contract, as well as those documents which were required to be submitted in response to this Contract become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

**8.55.2** In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

#### **8.56 PROVIDER COMPLIANCE**

**8.56.1** Mandatory standards and policies relating to energy efficiency in the state energy conservation plan, (Title 24, California Administrative Code).

**8.56.2** Contracts in excess of \$10,000, requiring compliance with Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

**8.56.3** Contracts in excess of \$10,000, requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41CFR Part 60).

## **8.57 PUBLICITY**

The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that, the requirements of this Subsection 8.57 shall apply.

## **8.58 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. County reserves the right to conduct record inspection and audits relating to this Contract with no advance notification to Contractor. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.



- 8.58.1** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.58.2** Failure on the part of the Contractor to comply with any of the provisions of this Subsection 8.58.2 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.58.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.58.4** In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the

purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

**8.58.5** Other required documents to be retained include, but not limited to:

- Invoices/Check Stubs: Monthly and any supplemental invoices and DPSS reimbursement check stubs.
- Confidentiality Agreement: "Contractor Employee Acknowledgment & Confidentiality Agreement."
- Licenses: Fire Permit, Elevator License, if applicable, Business licenses and Certifications relating to Contractor's profession.
- Minutes of Performance Evaluation Meetings: The County Contract Administrator (CCA) writes the minutes of any Performance Evaluation Meetings and shall provide to the Contractor for retention.

**8.58.6** The County, its Auditor-Controller or designee, hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records, and businesses conducted by the Contractor and observe the operation of the business so that accuracy of the above records and any of the Contractor's invoices for services provided can be confirmed.

**8.58.6.1** All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if such material is located outside Los Angeles County, either (1) pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy or

transcribe such material at such other location, or (2) pay to have such materials promptly returned to a Contractor facility located in Los Angeles County for examination by the County.

**8.58.6.2** Failure on the part of the Contractor to comply with the provisions of this Section 8.58 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

**8.59 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

**8.60 REMOVAL OF UNSATISFACTORY PERSONNEL**

The County shall have the right, at its sole discretion, to require the Contractor to remove any employee from the performance of services under this Contract. At the request of the County, the Contractor shall immediately replace said personnel.

**8.61 RULES AND REGULATIONS**

During the time that Contractor's employees or agents are at County facilities, such persons shall be subject to the rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide services, with such rules and regulations. In the event that the County determines that an employee of Contractor has violated any applicable rule or regulation, the Director or designee shall notify Contractor and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from Director or designee that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of County services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

**8.62 SHRED DOCUMENTS**

Contractor shall ensure that all confidential documents/papers, as defined under State law (including, but not limited to Welfare & Institutions Code Sections 10850, 17006) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are

destroyed. No confidential documents/papers are to be recycled. Documents for record and retention purposes in accordance with sub-paragraph 8.62 of this Contract are to be maintained for a period of five (5) years.

### **8.63 SUBCONTRACTING**

- 8.63.1** The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.63.2** If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the County.
- 8.63.3** The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.63.4** The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.63.5** The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.63.6** The County's Contract Administrator is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.
- 8.63.7** The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

- 8.63.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to the following contact/address before any subcontractor employee may perform any work hereunder.

**Department of Public Social Services  
Att: Thanh V. Do, Director  
Contract Management Division, Section I  
12900 Crossroads Parkway South, 2<sup>nd</sup> Floor  
City of Industry, CA 91746**

- 8.63.9 In the event that the County consents to subcontracting, Contractor shall include in all subcontracts, the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

**8.64 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Subsection 8.22, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which COUNTY may terminate this contract pursuant to Paragraph 8.66 "Termination for Default" and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

**8.65 TERMINATION FOR CONVENIENCE OF COUNTY**

- 8.65.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after the notice is sent.
- 8.65.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and

- Complete performance of such part of the work, as shall not have been terminated by such notice.

**8.65.3** For a period of five (5) years after final settlement under this Contract, the Contractor shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract with respect to the termination of work hereunder. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

## **8.66 TERMINATION FOR DEFAULT**

**8.66.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

**8.66.2** In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.66.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Sub-paragraph.

**8.66.3** Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.66.2 if its failure to perform this Contract arises out of causes beyond the control and without the

fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.66.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

**8.66.4** If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.66, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.66, or that the default was excusable under the provisions of Sub-paragraph 8.66.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.65, Termination for Convenience of County.

**8.66.5** The rights and remedies of the County provided in this Sub-paragraph 8.66 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.67 TERMINATION FOR IMPROPER CONSIDERATION**

**8.67.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

**8.67.2** The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The

report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

- 8.67.3 Among other items, such improper consideration may take the form of cash, discounts, and service, the provision of travel or entertainment, or tangible gifts.

#### **8.68 TERMINATION FOR INSOLVENCY**

- 8.68.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code; or
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code; or
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

- 8.68.2 The rights and remedies of the County provided in this sub-paragraph 8.68 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.69 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010, retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may, in its sole discretion, immediately terminate or suspend this Contract.

#### **8.70 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until



the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.71 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.72 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.72 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.73 WARRANTY AGAINST CONTINGENT FEES**

8.73.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.73.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by the Chair, and the seal of said Board hereto affixed and attested by the Chair and Clerk thereof, and Contractor has caused this Contract to be signed by its duly authorized officer(s), on this \_\_\_\_ day of March, 2007. The person signing on behalf of the Contractor warrants under penalty of perjury that he or she is authorized to bind the Contractor.

CONTRACTOR

COUNTY OF LOS ANGELES

By D. B. Sauer  
Name

By \_\_\_\_\_  
Chair, Board of Supervisors

Chairman / CEO  
Title

[Signature]  
Name

CFO  
Title

93-0994537  
Tax Identification Number

ATTEST:

Sachi A. Hamai,  
Executive Officer - Clerk  
of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL  
RAYMOND G. FORTNER, JR.  
COUNTY COUNSEL

By [Signature]  
Kathy Bramwell  
Principal Deputy County Counsel

# ACKNOWLEDGEMENT

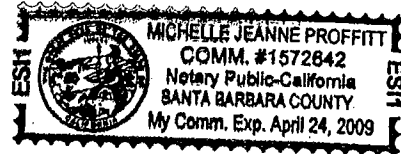
STATE OF CA

COUNTY OF Santa Barbara

On 2/20/07 before me, Michelle Jeanne Proffitt, "Notary Public"

Personally appeared Jeff R. Mitchell personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Michelle Jeanne Proffitt

# ACKNOWLEDGEMENT

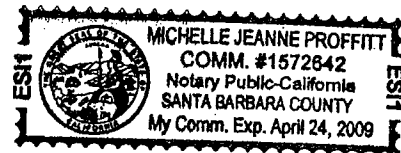
STATE OF CA

COUNTY OF Santa Barbara

On 2/20/07 before me, Michelle Jeanne Proffitt, "Notary Public"

Personally appeared D. Stephen Sorenson personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Michelle Jeanne Proffitt

**ATTACHMENT A**  
**STATEMENT OF WORK**  
**And**  
**TECHNICAL EXHIBITS**

# STATEMENT OF WORK

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## PREAMBLE

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.



- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strength-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service and Satisfaction Standards*** in support of improving outcomes for children and families.

#### Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name;
- Listen carefully and patiently to customers;
- Be responsive to cultural and linguistic needs;
- Explain procedures clearly; and
- Build on the strengths of families and communities.

### Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible;
- Provide clear directions and service information;
- Outreach to the community and promote available services;
- Involve families in service plan development; and
- Follow-up to ensure appropriate delivery of services.

### Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment;
- Ensure a professional atmosphere;
- Display vision, mission, and value statements;
- Provide a clean and comfortable waiting area;
- Ensure privacy; and
- Post complaint and appeals procedures.

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

## **1.0 GENERAL**

The workload, as stated hereunder in the Statement of Work, is reflective of the current workload and is subject to change based on changes in federal, State, or County policy regulations and requirements. Statewide Fingerprint Imaging System (SFIS) provides DPSS with a tool for eliminating multiple aid fraud and ensuring that assistance is paid only to eligible persons.

### **1.1 SCOPE OF WORK**

Except for those items listed in Attachment A, Section 3.0, County Furnished Items, hereunder, Contractor shall provide all personnel, materials, general supervision and other items or services necessary to perform the required terminal operator services described in Attachment A, Statement of Work, Section 5.0, Specific Tasks, hereunder. Contractor must perform to the standards in Attachment A, Technical Exhibit 1.0, Performance Requirements Summary, hereunder.

### **1.2 KEY COUNTY PERSONNEL**

#### **1.2.1 County Contract Administrator (CCA)**

The CCA or alternate has full authority to monitor the Contractor's performance in the daily operation of the contract.

The CCA shall provide direction to Contractor in areas relating to policy, information and procedural requirements. The CCA shall negotiate with Contractor on changes in service requirements pursuant to Attachment A, Section 5.0, Specific Tasks, hereunder.

The CCA is not authorized to make any changes in the Standard Terms and Conditions of the contract and is not authorized to obligate the County in any way. The County will inform the Contractor of the name, address and telephone number of the CCA, in writing, at the time the contract is awarded, and at any time thereafter a change of CCA is made.

#### **1.2.2 District Office Chief Clerk (DOCC)**

The DOCC or alternate designated for each DPSS work location will be responsible for the supervision of Contractor's terminal operator staff.

The DOCC shall maintain attendance logs for terminal operators and assign them other clerical duties within the office during non-peak fingerprinting periods. The DOCC shall report to the CCA those terminal operators whom the DOCC determines have performed acts during the performance of their job which are inimical to County employees or public assistance clients or which

otherwise make it inappropriate for such person(s) to be in contact with County employees or public assistance clients.

The DOCC is not authorized to make any changes in the Standard Terms and Conditions of the contract and is not authorized to obligate the County in any way.

### **1.3 KEY CONTRACTOR PERSONNEL**

County shall screen Contractor employees, current and prospective, to ensure that Contractor employee working on the SFIS system is in compliance with security requirements as detailed in Attachment A, Section 1.4, Contractor Security Requirements, and that Contractor employee has met his/her reporting responsibility to County and has no access to County records of any friends, relatives, business relations, personal acquaintance, tenant, or any individual whose relationship could reasonably sway his/her conduct or performance on the job.

Access includes, but is not limited to, transmitting computer data, and physical possession of public assistance documents.

#### **1.3.1 Contract Manager**

The Contractor shall provide a Contract Manager and alternate who shall be responsible for the overall management and coordination of the contract. County shall approve these individuals prior to the start date of the contract. Changes in the Contract Manager or alternate during the contract shall be made only with agreement of the County. The Contract Manager shall be available for meetings with County staff within five (5) business days of notification.

— The Contract Manager or alternate shall have full authority to act for the Contractor on all contract matters relating to the daily operation of the contract.

The Contract Manager or alternate shall be available between 7:00 a.m. and 6:00 p.m., PST, Monday through Friday, except County holidays. If non traditional hours (e.g., Saturdays) are required of terminal operators, the Contract Manager must also be available. The Contract Manager or alternate must be able to read, write, speak and understand English.

#### **1.3.2 Prospective Terminal Operators**

Contractor shall ensure that prospective terminal operators meet the job description in Attachment A, Technical Exhibit 5.0, hereunder, and are bilingual in the languages indicated in Attachment A, Technical Exhibit 7.0, hereunder.

Note: Bilingual requirements may vary during the term of the Contract; changes will be made with notification to Contractor.

- a. Contractor employees shall present a neat appearance and must be able to read, write, speak and understand English.
- b. Contractor shall provide and ensure sufficient backup staff to replace terminal operators who are absent or cease employment.
- c. Contractor shall be responsible for training terminal operator staff on cultural awareness and sensitivity set forth in Attachment A, Section 3.0, County Furnished Items, Subsection 3.4, hereunder, and 4.0 Contractor Furnished Items, Section 4.2 Cultural Awareness Training, , hereunder.
- d. Contractor shall be responsible for removing and replacing, within twenty-four (24) hours, any Contractor employee performing services under the contract when reasonably requested to do so by the CCA.
- e. Contractor must have a certification process in place to ensure that bilingual staff are proficient in oral and/or written communication in English and in the specified non-English language(s). Upon request, Contractor shall provide County with standards/process used to certify proficiency of bilingual staff.

#### **1.4 CONTRACTOR SECURITY REQUIREMENTS**

Contractor shall provide each terminal operator with an identification badge which shall include the Contractor's name, employee's name and photograph. Such badge shall be displayed on employee's person at all times while employee is entering and within the confines of a County work location.

Contractor shall perform background checks to ensure Contractor employees meet County hiring guidelines for criminal convictions. Additionally, Contractor shall ensure that employees providing terminal operator services have not had a welfare fraud overpayment.

#### **1.5 QUALITY CONTROL**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure County a consistently high level of product quality and service throughout the term of the contract. The Plan shall be included in the proposal and revisions submitted to the County Contract Administrator on the Agreement start date, with revisions submitted as changes occur.

The Quality Control Plan is subject to approval or rejection by the County.

The plan shall include, but not be limited to, the following:

- 1.5.1 Method for assuring that staff rendering services under the contract have the necessary qualifications.
- 1.5.2 Method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.
- 1.5.3 Method for ensuring Contractor employees strictly perform SFIS-related duties when working overtime, as limited in Attachment A, Section 5.7, "Other Office Functions", hereunder.
- 1.5.4 A record of all inspections conducted by the Contractor, the corrective action taken, the time a problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to County upon request.
- 1.5.5 Method for continuing to provide services to County in the event of a strike of the Contractor's employees.
- 1.5.6 Method for ensuring Contractor has adequately trained backup staff and for ensuring Contractor provides replacement staff, as described in Attachment A, Section 5.4, hereunder.
- 1.5.7 Method for addressing customer complaints.

## **1.6 QUALITY ASSURANCE**

- 1.6.1 DPSS shall monitor the Contractor's performance under the contract using the quality assurance procedures as defined in the contract.
- 1.6.2 Performance Evaluation Meetings shall be held jointly by DPSS and the Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report is issued and at the discretion of the CCA, a meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem. The minutes of any Performance Evaluation Meeting shall be prepared by the CCA and signed by the Contract Manager and CCA.

Should the Contract Manager not concur with the minutes, he/she shall submit a written statement to the CCA within ten (10) business days from the date of receipt of the signed minutes. The Contract Manager's written statement shall be attached to the CCA's minutes and be a part thereof. Failure to do so shall result in the acceptance of the minutes as written. If any dispute is still unresolved, the decision of the CCA will be final. Upon advance notice, either the County or Contractor may make an auditory recording of the meeting.

### **1.6.3 Contract Discrepancy Reports**

Verbal notification of a contract discrepancy will be made to the Contract Manager or designee as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved by the Contract Manager within a reasonable time period. The CCA will determine whether a formal Attachment A, Contract Discrepancy Report, Technical Exhibit 4.0, shall be issued.

Upon receipt of this document, Contractor is required to respond in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan, including a time table, for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted within ten (10) business days.

## **1.7 GOVERNMENT OBSERVATIONS**

Federal, State and/or County personnel, in addition to departmental contracting staff, may observe performance, activities, or review documents required under the contract at any time during normal working hours. However, these personnel may not unreasonably interfere with Contractor performance.

## **1.8 HOURS OF OPERATION/HOLIDAYS**

**1.8.1** Contractor shall be available Monday through Friday, to respond to County inquiries between 7:00 a.m. and 6:00 p.m., PST, and to provide terminal operator services from 7:00 a.m. to 7:00 p.m., PST, or alternate hours if required by the County. Each DOCC shall determine the working hours for terminal operators assigned to their work site.

**1.8.2** Each eight (8) hour workday will include two (2) 15-minute rest breaks which will be compensated by County, and either a 30 or 60-minute lunch break, which will not be compensated by County. The length of each terminal operator's lunch break will be determined by the DOCC.

**1.8.3** Contractor is not required to provide services on County recognized holidays. The CCA will provide a list of County holidays to Contractor at the time the Agreement is approved, and at the beginning of each calendar year. County may convert to a 4 day/40 hour work week. This may require a change in the hours of operation which shall be accommodated by Contractor at no additional cost to County.

## **2.0 DEFINITIONS**

### **2.1 ACCEPTABLE QUALITY LEVEL (AQL)**

A measure to express the allowable leeway or variance from the contract Standard, above which the County will reject a specific service. The AQL does not imply that it is acceptable to vary from the Standard, or that the Contractor may knowingly perform in a defective way. The AQL recognizes the fact of unintentional human error, and that less than Standard performance may sometimes be unintentional.

### **2.2 APPLICANT**

A person whose public assistance application is pending.

### **2.3 BOARD OF SUPERVISORS**

The Board of Supervisors of the County of Los Angeles.

### **2.4 BUDGET**

The document that details the Contractor's costs for providing services and that is included in the contract. Included in the Budget are the following:

Direct Costs - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the contract), Supplies, Postage, Medical and Office Equipment, Equipment Maintenance, Telephone/Utilities, Space, Applicable Taxes, and other (specified).

Indirect Costs - General Accounting/Bookkeeping, Management Overhead, and other (specified).

Profit (if applicable) - Percent and Dollar Amount.

### **2.5 CalWORKs**

A federal mandated public assistance program to provide financial assistance to families with dependent children.

### **2.6 CONTRACTOR**

The Organization which has entered into this contract with the County to perform or execute the work covered by these specifications.

### **2.7 CONTRACT MANAGER**

The individual designated by the Contractor to administer the contract operations after contract award.



**2.8 COUNTY CONTRACT ADMINISTRATOR (CCA)**

The individual designated by the County to monitor the Contractor's performance in the daily operation of the contract. The CCA provides direction to the Contractor in the areas relating to policy, information requirements and procedural requirements.

**2.9 DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS)**

The County Department responsible for providing social services and financial assistance to eligible persons in Los Angeles County

**2.10 DIRECTOR**

The Director of the Department of Public Social Services, County of Los Angeles, or his authorized representative(s).

**2.11 DISTRICT OFFICE**

Office housing DPSS staff who are responsible for providing social and financial services to eligible persons within a specific geographic area within Los Angeles County.

**2.12 DISTRICT OFFICE CHIEF CLERK (DOCC)**

The individual in each district office responsible for the supervision and management of the office's clerical staff.

**2.13 DISTRICT TIME SHEETS**

Form that documents Contractor employees regular hours and overtime hours worked. The form is signed by District Office Chief Clerk or designate confirming the number of hours and overtime provided to district by the Contractor employees.

**2.14 ELIGIBILITY WORKER (EW)**

The County employee responsible for determining the eligibility of applicants and recipients of public assistance.

**2.15 FINGERPRINT IMAGING (SFIS)**

A computerized system for the encoding, storing, searching, and matching of applicant/participant fingerprints.

**2.16 FISCAL YEAR (FY)**

County Fiscal Year which commences on July 1 and ends the following June 30.

**2.17 FOOD STAMP PROGRAM**

A federal program designed to permit low income households to obtain a more nutritious diet.

**2.18 GENERAL RELIEF (GR) PROGRAM**

A financial assistance program administered by the County for persons who are not eligible for federal or state assistance programs. The cost of this program is borne entirely by the County, and is reimbursable to the County, if and when recipients are able to do so.

**2.19 LEADER**

Los Angeles Eligibility Automation Determination Evaluation and Reporting

**2.20 LONG-TERM CONTRACTED WORK FORCE/LONG TERM TERMINAL OPERATOR STAFF**

Contract staff who are assigned to work full-time as terminal operators, which shall not include any backup staff.

**2.21 PARTICIPANT**

Applicant or recipient of a public assistance program.

**2.22 PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

The document furnished by the County, Attachment A, Technical Exhibit 1.0, which identifies and summarizes elements of the contract the County will be evaluating to assure that contract performance Standards are met by the Contractor.

**2.23 PHOTO IMAGING (SFIS)**

A computerized system for the encoding, storing, searching, and matching of applicant/participant photo image.

**2.24 STANDARD**

A minimum requirement set by the County for Contractor to perform a service or activity.

**2.25 STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS)**

A computerized system for the encoding, storing, searching, and matching of fingerprints.

## 2.26 TURNOVER RATE

The percentage of the number of Contractor staff who leave the long-term contracted work force, to the total long-term contracted work force. The long-term contracted work force is the highest number of positions that are filled during the period under consideration. The turnover rate shall be cumulative and shall be computed each month of the term of the contract. Computation of the turnover rate shall be projected to reflect a full year should the period be less than twelve (12) months (e.g., a turnover rate of 6 percent for 6 months would be projected to reflect an annual turnover rate of 12 percent).

Following is an example of how the annual cumulative turnover rate may be calculated:

ANNUAL TURNOVER RATE					
Month	Need	This Month	Previous Months	Total to Date	Rate
	(b)	(c)	(d)	(e)	(f)
JAN	50	1	0	1	2.00%
FEB	50	1	1	2	4.00%
MARCH	50	2	2	4	8.00%
APRIL	50	0	4	4	8.00%
MAY	50	0	4	4	8.00%
JUNE	50	1	4	5	10.00%
JULY	50	0	5	5	10.00%
AUG	50	0	5	5	10.00%
SEPT	50	0	5	5	10.00%
OCT	50	1	5	6	12.00%
NOV	50	0	6	6	12.00%
DEC	50	0	6	6	12.00%

Excluded from the number of staff who leave the long-term contracted work force are Contractor staff who are:

1. Hired by County;
2. Rejected by County and/or Contractor within ten (10) work days of assignment; and
3. Terminated by County as a result of budget cuts and discontinuance of functions.

## 2.27 WELFARE FRAUD PREVENTION AND INVESTIGATION (WFP&I) SECTION

The organization within DPSS that investigates allegations of welfare fraud in the CalWORKs, Food Stamps, General Relief (GR), In-Home Supportive Services (IHSS), and Refugee programs, and determines the amount of fraudulent/potential fraudulent cash overpayment or Food Stamp overissuance.

### **3.0 COUNTY FURNISHED ITEMS**

#### **3.1 SPACE, FURNITURE AND EQUIPMENT**

County will provide space, furniture, and SFIS hardware at each work location and the use of other necessary equipment to perform various related clerical tasks.

#### **3.2 MAINTENANCE, REPAIR, REPLACEMENT OF COUNTY PROVIDED ITEMS**

**3.2.1 Facility** - County will provide routine building/grounds maintenance of facility. In the event Contractor staff damage County's facility by reason of abuse or carelessness, as determined by County, Contractor shall repair any and all damages to facility to the satisfaction of County. In the event Contractor does not repair damages to facility, County will do so and charge Contractor for all expenses.

**3.2.2 Furniture and Equipment** - County will provide maintenance, repair and/or replacement due to normal wear and tear, of County provided furniture and equipment. Contractor shall be responsible for repair and replacement costs of equipment due to Contractor staff abuse or carelessness, as determined by County.

#### **3.3 SFIS TRAINING**

Terminal operators shall attend one (1) day of unpaid SFIS training prior to reporting to their work location. A reasonable amount (as determined by County) of ongoing training will be furnished for backup/replacement staff. SFIS training will be provided by the State SFIS contractor.

#### **3.4 CULTURAL AWARENESS/SENSITIVITY TRAINING**

County will provide Cultural Awareness and Sensitivity Training, and materials to selected Contractor staff (Train the Trainer). Contractor shall then instruct terminal operators on cultural awareness and sensitivity.

#### **3.5 CIVIL RIGHTS TRAINING**

County will provide Civil Rights training materials for Contractor staff as appropriate.

#### **3.6 PARKING**

County will provide parking for Contractor staff at each work location.

### **3.7 MATERIALS**

- 3.7.1 A list of work locations.
- 3.7.2 A list of County-observed holidays.
- 3.7.3 DPSS hiring guidelines for candidates with criminal convictions.

### **3.8 BUILDING ENTRY KEY CARDS**

Entry key cards will be issued to Contractor's employees at those work sites using such facility entrance systems. The key card must be surrendered by the Contractor employee whenever requested by the Contractor worker's County supervisor.

## **4.0 CONTRACTOR FURNISHED ITEMS**

Contractor shall furnish all personnel to perform all services required by this Agreement and shall adhere to all requirements imposed on Contractor by this Agreement.

### **4.1 PERSONNEL**

Contractor shall furnish all personnel necessary for terminal operator assignments under DPSS supervision.

4.1.1 Contractor shall provide a background check to ensure all Contractor employees meet County hiring guidelines for criminal convictions.

4.1.2 Contractor shall ensure terminal operators provided for fingerprint imaging who directly interact with County employees, shall at a minimum, be:

- a. Able to fluently read, write, speak and understand English;
- b. Able to communicate effectively, using good judgment and diplomacy;
- c. Required to present him/herself in a neat, businesslike appearance and behave in a professional manner;
- d. Able to handle sensitive materials and perform confidential duties; and
- e. Able to satisfy a background check.

### **4.2 CULTURAL AWARENESS/SENSITIVITY TRAINING**

Contractor shall instruct terminal operators on cultural awareness and sensitivity within one (1) week of their assignment to a work location.

### **4.3 BACKUP STAFF**

Contractor shall maintain SFIS trained backup staff (e.g., a pool of trained backups) as replacements for absent terminal operators.

#### **4.4 COUNTY/NEW VENDOR ASSUMPTION OF SERVICES**

Contractor shall ensure a smooth transition of services should County or another vendor assume services by being supportive in providing any needed temporary staffing.

#### **4.5 EMPLOYEE IDENTIFICATION BADGE**

Contractor shall provide an identification badge that includes Contractor's name, employee's name and photograph to all terminal operators.

#### **4.6 POSTED MATERIALS**

Contractor shall post in each Contractor's facility (where they are easily accessible to employees) Equal Employment Opportunity (EEO) and State-approved Nondiscrimination in Services notices.

Contractor may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission  
255 East Temple Street, 4th Floor  
Los Angeles, California 90012  
Telephone: (213) 894-1000

#### **4.7 COMPLAINTS**

Contractor shall establish a procedure to resolve participant and community grievances, including Civil Rights complaints, before they reach a formal complaint level (Contract, Section 8.10 and 8.12).

##### **4.7.1 Civil Rights Complaints Procedure**

Contractor shall comply with the terms of the Civil Rights Resolution Agreement as directed by DPSS, which includes but is not limited to the following:

- 4.7.1.1** Ensure public contact staff attend the mandatory Civil Rights training provided the County.
- 4.7.1.2** Ensure notices and correspondences provided to the participants, if any, are in their respective primary language and provide interpreters to ensure meaningful access to services to all participants.
- 4.7.1.3** Maintain a record of all Civil Rights materials provided by the County and ensure all participants are provided with the Civil Rights materials.
- 4.7.1.4** Develop, and operate procedures for receiving, investigating and responding to civil rights complaints as follows:

- a. Must provide and assist participants with completing a PA 607 Complaint of Discriminatory Treatment Form, Attachment N, in the participants primary language.
- b. Maintain a log of Civil Rights complaints.
- c. Contractor Contract Managers (CCM) will act as the Civil Rights Liaison (CRL) between the contracted agency and the CCA and Civil Rights and Customer Relations (CRCR) Section.
- d. All CCM/CRLs must forward all PA 607s to the CCA within two (2) business days.
- e. CCM/CRLs should not attempt to investigate Civil Rights complaints. Investigations are handled by CRCR and shall adhere to the Civil Rights Complaint Flowchart Contractor Process (Attachment N).

## **5.0 SPECIFIC TASKS**

### **5.1 OVERVIEW**

Contractor shall supply skilled clerical staff to perform terminal operator services. Contractor shall ensure that the staff shall meet the qualifications found in Attachment A, Technical Exhibit 5.0, Job Description, hereunder, for long-term assignments under DPSS supervision.

The number of Contractor employees needed to provide the required services is found in Attachment A, Technical Exhibit 6.0, Estimated Workload, hereunder.

### **5.2 CONTRACT STAFF RECRUITMENT AND SELECTION**

**5.2.1** Contractor shall recruit, select and hire staff before contract start-up using Contractor's existing and/or proposed job bank/employee pool and County's reemployment lists as set forth in Terms and Conditions, 8.17., Consideration of Hiring County Employees Targeted for Layoffs, herein above.

**5.2.2** CONTRACTOR shall provide to the CCA, within five (5) work days of scheduled SFIS terminal operator training date, a Hiring Interview Questionnaire for each terminal operator candidate. Contractor shall indicate the following on the Hiring Interview Questionnaire:

- a. Method of validation that staff have presented proof of having met requirements cited in Attachment A, Technical Exhibit 5.0, Job Description.
- b. Method of validation of any experience that staff have listed that appears questionable.
- c. Any other method of validation of staff qualifications using Contractor's recruitment, testing evaluation, bilingual certification and screening system.

- 5.2.3 Contractor shall provide sufficient employees to ensure that the staff required in Attachment A, Technical Exhibit 6.0, Estimated Workload, hereunder, will be trained by contract start-up.
- 5.2.4 Contractor shall conduct criminal background checks at Contractor's expense. Contractor shall apply DPSS-provided hiring guidelines on employees with criminal convictions.
- 5.2.5 Contractor management staff shall coordinate with the CCA during the SFIS training period. Contractor terminal operator staff shall attend one (1) day of SFIS training provided by the State SFIS vendor prior to their assignment to work locations identified in Attachment A, Technical Exhibit 7.0, SFIS Work Locations, hereunder.
- 5.2.6 Contractor shall provide Cultural Awareness and Sensitivity training to all terminal operator staff, including backup staff, within one (1) week of their assignment to a work location as set forth in Attachment A, Subsections 3.4 and 4.2, herein above, and to other terminal operator staff as needed or as requested by the CCA.

### 5.3 LONG-TERM STAFFING ASSIGNMENTS

Contractor employees shall be available for long-term assignments, and shall have a cumulative turnover rate of no more than twenty-three percent (23%) per year as this assignment has unique requirements.

### 5.4 BACKUP STAFF

- 5.4.1 Contractor shall maintain SFIS trained backup staff to replace terminal operators who are absent for any reason.
- 5.4.2 Terminal operator staff shall be responsible for reporting absences to Contractor and to his/her DPSS work location supervisor the day before a planned absence or within one (1) hour of employee's reporting time to work for unplanned absences.
- 5.4.3 Contractor shall notify the absent terminal operator's DOCC or designated supervisor of the absence and of the backup staff's reporting time. The backup terminal operator shall report to the work site within two (2) hours of the absent terminal operator's reporting time.

In the event that a terminal operator must leave during the workday, **backup staff must be furnished within two (2) hours** of the terminal operator's absence, with the backup staff completing the remaining workload for the day.

- 5.4.4 Terminal operator services provided by Contractor employees shall be furnished in a professional manner and in accordance with the



specifications described in Attachment A, Technical Exhibit 5.0, Job Description, hereunder.

## **5.5 UNACCEPTABLE STAFF REPLACED**

County shall have the right to direct Contractor to replace within twenty-four (24) hours a terminal operator Contractor has provided who County determines has performed acts during the performance of their job which are inimical to County's employees or which otherwise make it inappropriate for such person to be in contact with DPSS staff or the public.

## **5.6 SFIS TERMINAL OPERATOR RESPONSIBILITIES/TASKS**

**5.6.1** Terminal operators will be responsible for fingerprinting and photo imaging participants; adding and updating information on SFIS; printing and distributing of SFIS generated district reports; and routine maintenance (dusting, cleaning the screen, etc.) of the SFIS equipment.

**5.6.2** The SFIS terminal operators will not be trained in fingerprint capture and analysis to the degree normally found in law enforcement, (i.e., fingerprint classification or recognition); however, at the conclusion of training, provided by the State, the terminal operators will:

- a. Understand what SFIS is and how it interfaces with current County procedures.
- b. Be able to successfully photo image and capture or exempt participant's fingerprints.
- c. Be familiar with SFIS equipment and how it operates.
- d. Understand the role of the SFIS vendor's Help Desk.
- e. Be able to successfully perform all terminal operator functions.
- f. Know district office procedures as they relate to SFIS.

These objectives will be met through a comprehensive one-day training course, conducted by the SFIS vendor, designed specifically for terminal operators.

## **5.7 OTHER OFFICE FUNCTIONS**

During non-peak fingerprinting hours, the terminal operators may be assigned other clerical duties at the discretion of the DOCC or designee. These other office functions will not occur after normal working hours. The terminal operators can only perform SFIS functions for overtime.

## **5.8 SUPERVISION OF TERMINAL OPERATOR STAFF**

**5.8.1** The DOCC or designee will be responsible for the general supervision, maintaining terminal operator attendance logs and reporting any problems with performance/competency of terminal operators assigned to DPSS district offices.

**5.8.2** Contractor shall be responsible for terminal operator staff adherence to County policies on attendance, absences, tardiness, appropriate business attire, behavior, and all payroll matters.

**5.8.3** Contractor will be provided a district liaison to resolve problems.

**5.8.4** The DOCC has no direct control regarding disciplinary actions and suspensions of the terminal operators.

## **5.9 CONFIDENTIALITY**

Contractor shall ensure that the Contractor Employee Acknowledgment and Confidentiality Agreement, as illustrated in Attachment K, is signed and a copy is on file for each contract employee prior to employee starting work under this Contract.

## **5.10 MONTHLY MANAGEMENT REPORT (MMR) AND INVOICE**

**5.10.1** Contractor shall submit a Monthly Management Report and invoice to the CCA regarding the quality, quantity, and/or timeliness of the contracted functions, as well as the cumulative turnover rate.

**5.10.2** Within two (2) weeks of contract start date, Contractor shall submit a report format to the CCA for review and approval. The report shall include Contractor's performance in meeting the standards set forth in Attachment A, Technical Exhibit 2.0, Performance Requirements Summary Chart, Column Three (3), Standards.

**5.10.3** After CCA approval of the report format, Contractor shall complete the report monthly and submit to the CCA by the fifteenth (15) calendar day following the report month.

The CCA may request changes to the report format as needed. Contractor shall provide the required report and any changes to the report at no cost to the County.

## TECHNICAL EXHIBITS

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## **1.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

This Performance Requirement Summary (PRS) displays the major services that will be monitored during the term of a resultant contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, County's preferred method of monitoring, and the unsatisfactory performance indicator which may be assessed if the service is not satisfactorily provided. All listings of "required service" or "Standard" used in this PRS are intended to be completely consistent with the main body of the contract and Statement of Work, Attachment A, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the main body of the contract and Attachment A. In any case of apparent inconsistency between required services or Standards as stated in the main body and Attachment A and this PRS, the meaning apparent in the main body and Attachment A will prevail. If any required service or Standard seems to be created in this PRS which is not clearly and forthrightly set forth in the main body or Attachment A, that apparent required service or Standard will be null and void and place no requirement on Contractor and will not be the basis of the assignment of any points. Because the provision of services to public assistance clients is critical to the mission of DPSS, the County expects a high Standard of Contractor performance. DPSS will work with the Contractor to resolve any areas of difficulty brought to the attention of the County Contract Administrator (CCA) by Contractor before the allowable deviation for acceptable Standard should occur. However, it is the Contractor's responsibility to provide the services set forth in the Statement of Work, Attachment A, and summarized in the PRS.

## **2.0 PERFORMANCE REQUIREMENTS SUMMARY CHART**

The Performance Requirements Summary Chart is included at the end of this Technical Exhibit 2.0 and provides the following:

- a. Lists the contract requirements considered most critical to acceptable contract performance (Column 1 of chart).
- b. Denotes the indicators used to determine that the Standards have been met (Column 2 of chart).
- c. Defines the Standard of performance for each required service (Column 3 of chart).
- d. Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the County assesses liquidated damages (Column 4 of chart).
- e. Shows the quality assurance methods the County will use to evaluate the Contractor's performance in meeting the contract requirements (Column 5 of chart).
- f. Shows the monthly Unsatisfactory Performance Indicator points to be assessed for exceeding the AQL, for each listed contract requirement (Column 6 of chart). These indicators may serve as a baseline for assessing liquidated damages.

# PERFORMANCE REQUIREMENTS SUMMARY CHART      Technical Exhibit 2.0

Required Services	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL
Terms & Conditions 8.12 - Complies with all laws such as EEO & Nondiscrimination Notices	Notices posted.	Review indicates compliance such as notices posted in Contractor facilities and easily accessible to employees.	0.0%	User complaint or on-site investigation.	50 points per incident.
Attachment A, Section 1.5 - Quality Control Plan	Contractor provides revisions to QC Plan upon CCA request.  Contractor maintains QC review records and provides upon CCA request.	Revised QC Plan received by CCA within 10 business days of written request by CCA.  File of QC review records maintained.	0.0%  0.0%	Review of revised plan.  Periodic review of records.	50 points per day late. 5 points per item deficient.  50 points per incident.
Attachment A, Section 5.2 - Staff recruitment and selection	Sufficient staff recruited/selected/hired by contract start up/ongoing.	Hiring Interview Questionnaire completed/verified and staff meet criteria in Attachment A, Tech. Exhibit 8.  Staff report to work locations by beginning of workshift.	0.0%  0.0%	Receipt and review of questionnaires  User complaint.	10 points for each incomplete questionnaire or contain inaccurate data within Contractors control.  50 points per day, prorated for partial day, per uncovered position.
Attachment A, Section 5.3 - Staff remain for long term assignment	Staff at work.	Staff annual turnover rate (or projected turnover rate if less than 12 months) does not exceed 23% per contract year.	0.0%	Review of reports.	50 points per percent or fraction of a percent in excess of 23%.
Attachment A, Section 5.4 - Backup staff	Contractor maintains SFIS trained backup staff.	Backup staff replaces absent terminal operator within 2 hours of absent operators reporting time or absence.	0.0%	Review of reports or user complaint.	10 points per 1/2 hour for each position not covered.
Attachment A, Section 5.5 - Unacceptable staff replaced	Employee performance.	Employee replaced by beginning of work shift of second work day following CCA request.	0.0%	Review of reports or user complaint.	50 points per day or portions thereof per position not covered.
Attachment A, Sections 5.6 & 5.7 - Employee responsibilities/duties	Employee performance.	Employee performs duties as required.	0.0%	User complaint.	50 points per validated complaint.
Attachment A, Section 5.8 - Supervision of staff	Employees informed of rules and regulations.	Employees adhere to rules and regulations.	0.0%	User complaint.	25 points per error.
Attachment A, Section 5.9 - Confidentiality	Employee Acknowledgement & Confidentiality Agreement signed by the employee.	Copy of agreement in Contractor files and no unauthorized release of information.	0.0%	Random sample user complaint.	25 points per error.
Attachment A, Section 5.10 - Prepare and send Monthly Management Report and Invoice.	Report and Invoice submitted.	Report/Invoice received by the 15 <sup>th</sup> calendar day following the report month.	0.0%	Review of report and Invoice.	20 points per each day late.

NOTE: Point system contains an allowance for defects.

### **3.0 QUALITY ASSURANCE**

Each month, Contractor performance will be compared to the contract standards and acceptable quality levels (AQL's) using the Quality Assurance Monitoring Plan (QAMP). County may use a variety of inspection methods to evaluate the Contractor's performance, including:

- 3.1** Random sampling (For random sample tables/methods to be used, refer to book entitled "Handbook of Sampling for Auditing and Accounting" [2nd Edition] by Herbert Arkin).
- 3.2** One hundred percent (100%) inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semi-annually or annually) as determined necessary to assure a sufficient evaluation of Contractor performance.
- 3.3** Review of reports and files.
- 3.4** Validated complaints from DPSS districts and/or administrative staff, WFP&I and other agencies and County departments with whom Contractor has a relationship.
- 3.5** SFIS Contractor complaints.
- 3.6** On-site surveillance.

### **4.0 CONTRACT DISCREPANCY REPORT (CDR)**

Performance of a listed service is considered acceptable when the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, the Contractor may be required to respond to a Contract Discrepancy Report (CDR) as follows:

- 4.1** Verbal notification of a contract discrepancy will be made to the Contract Manager or alternate as soon as possible whenever a contract discrepancy is identified. When possible, the problem shall be immediately resolved by the Contract Manager. The CCA will determine whether a CDR (Reference Attachment A, Technical Exhibit 4.0) will be issued.
- 4.2** If a CDR is issued, it will be mailed or hand carried, at the CCA's discretion, to the Contract Manager or alternate.
- 4.3** Upon receipt of a CDR, the Contractor is required to respond in writing to the CCA within five (5) business days acknowledging the reported discrepancies, presenting contrary evidence or providing explanation for the questioned action, and presenting a program for immediate corrective action of all failures of performance identified in the CDR within ten (10) business days.

- 4.4 The CCA will evaluate the Contractor's explanation on the CDR and if the CCA determines that the unsatisfactory performance was caused by circumstances beyond the Contractor's control and without fault or negligence by Contractor, the CCA may decline to count such point(s) as unsatisfactory performance for the month.

#### 4.1 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

In monitoring the Contractor's performance in this area, samples are selected at random so that they will be representative of a population of interest. Selections used in sample are used to measure performance on the Standard, and conclusions are made about Contractor performance for the whole population.

The random sampling plan includes the following information:

AQL - The maximum percent of defects that can occur and still meet this Contract's Standard for satisfactory performance.

Lot Size (Population) - The total number of units or services provided.

Sample Size - The number of units to be checked in a given time period.

The AQL for each sampling is taken from the Performance Requirements Summary. The lot size is determined by selecting a population that the County determines appropriate for their review. To ensure each service has an equal chance of being selected, a random number table, or other automated sampling tool, is used to determine the sample from the appropriate lot size.

When sampling is used, Contractor performance is deemed *Unsatisfactory* when the results of a review fail to meet the AQL, as defined for each standard in the RFP Attachment section referenced in the Technical Exhibit 1 below.

#### 4.2 REMEDY OF DEFECTS

Notwithstanding a finding of unsatisfactory service and assessment of Unsatisfactory Performance Indicators, Contractor must, within a time period specified by County, remedy any and all defects in the provision of Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

#### 4.3 UNSATISFACTORY PERFORMANCE REMEDIES

When Contractor performance does not conform with the requirements of the contract, County will have the option to apply the following non-performance remedies:

- 4.3.1 Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- 4.3.2** Assess deductions in the amount of ten dollars (\$10.00) per point for each Unsatisfactory Performance Indicator point exceeding 300 points during each of the first three (3) months of the contract or 275 points during each month for the remainder of the contract term.
- 4.3.3** Suspend or cancel the contract for systematic, deliberate misrepresentations. This does not preclude County's right to terminate any resultant contract upon thirty (30) days written notice with or without cause, as provided for in Further Terms and Conditions, Section 8.65, Termination for Convenience of the County, herein above.
- 4.3.4.** Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within five (5) business days shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by County, shall be credited to County on Contractor's future invoice.



**CONTRACT DISCREPANCY REPORT (SAMPLE)**

**TO:** \_\_\_\_\_

**FROM:** \_\_\_\_\_

**DATES:**

Prepared: \_\_\_\_\_

Returned by Contractor: \_\_\_\_\_

Action Completed: \_\_\_\_\_

**DISCREPANCY PROBLEMS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of QAE/CCA

\_\_\_\_\_  
Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Contract Manager

\_\_\_\_\_  
Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of QAE/CCA

\_\_\_\_\_  
Date

**COUNTY ACTIONS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Contractor Notified of Action:** \_\_\_\_\_

Signature of County Contract Administrator: \_\_\_\_\_

## JOB DESCRIPTION

The minimum requirements for terminal operator staff are: Six months office clerical experience involving public contact -OR- a Certificate of Associate of Arts degree in clerical procedures or office administration from an accredited college.

Definition - Operates computer terminals with keyboard similar to a typewriter and scanner

Example of Duties - Operates and maintains computer terminals and printers

- Gives instructions/information to the public
- Enters and transmits data in accordance with key requirements
- Checks documents for completeness and accuracy
- Sorts and batches documents
- Files numerically or alphabetically
- Maintains clerical controls
- Telephone answering
- Typing
- Taking fingerprint images and photo images of applicants

## **ESTIMATED WORKLOAD**

### **TERMINAL OPERATOR SERVICES**

Contractor will provide approximately forty-four (44) bilingual terminal operators at the SFIS locations listed Technical Exhibit 7.0, SFIS Work Locations, hereunder. The number of work hours required for the services is estimated at approximately 7,604 regular hours and approximately 51 overtime hours per month. The actual number of terminal operators and work hours required are subject to change as determined by County.

### **OVERTIME**

Terminal operators may be required to work overtime as determined by County.

NOTE: Currently, overtime is calculated on a daily basis and is defined as those hours worked each day over 8 hours. The State of California may revise the overtime calculation method from a daily to a weekly basis (i.e., overtime will be any hours worked over a 40 hour work week).

### **OTHER TERMINAL OPERATOR DUTIES**

Terminal operators shall perform routine clerical functions during non-peak fingerprinting hours. Terminal operators shall not perform these other duties when working overtime.

### **TRAINING**

One day of **unpaid** SFIS training will be provided to terminal operators by the State and selected Contractor staff contracted by the State. The training will occur prior to terminal operator staff reporting to their work locations.

## SFIS WORK LOCATIONS

DISTRICT		STAFF REQUIREMENTS		BILINGUAL REQUIREMENTS
		GR	CALWORKS	
CIVIC CENTER #14 813 E. 4TH PL. LOS ANGELES 90012		2		ENGLISH/SPANISH
WILSHIRE SPECIAL #10 2415 W. 6 <sup>TH</sup> ST. LOS ANGELES 90057		2		ENGLISH/SPANISH
METRO SPECIAL #70 2707 S. GRAND AVE. LOS ANGELES 90007		3		ENGLISH/KOREAN & ENGLISH/SPANISH
RANCHO PARK #60 11110 W. PICO BLVD. LOS ANGELES 90064		2		ENGLISH/SPANISH
SOUTH SPECIAL #07 17600 "B" SANTA FE AVE. RANCHO DOMINGUEZ 90221		2		ENGLISH/SPANISH
SOUTHWEST SPECIAL #08 1819 W. 120 <sup>TH</sup> ST. LOS ANGELES 90047		2		ENGLISH/SPANISH
SAN FERNANDO. BRANCH #32 12847 ARROYO ST. SYLMAR 91342		1		ENGLISH/SPANISH
PASADENA #03 955 N. LAKE AVE PASADENA 91104			1	ENGLISH/SPANISH
POMONA #36 2040 W. HOLT AVE. POMONA 91768		1	1	ENGLISH/SPANISH
METRO EAST #15 2855 E. OLYMPIC BLVD. LOS ANGELES 90023		1	1	ENGLISH/SPANISH
SOUTH CENTRAL #27 10728 S. CENTRAL AVE. LOS ANGELES 90059			1	ENGLISH/SPANISH
SAN GABRIEL VALLEY #20 3352 AEROJET AVE. EL MONTE 91731		1	1	ENGLISH/SPANISH & ENGLISH/VIETNAMESE
GLENDALE #02 4680 SAN FERNANDO RD. GLENDALE 91204		1	1	ENGLISH/SPANISH & ENGLISH/ARMENIAN
LANCASTER #34 349-B EAST AVE. K-6 LANCASTER 93535		1	1	ENGLISH/SPANISH
FLORENCE #17 1740 E. GAGE AVE. LOS ANGELES 90001			1	ENGLISH/SPANISH
NORWALK #40 12727 NORWALK BLVD. NORWALK 90650			1	ENGLISH/SPANISH

DISTRICT	STAFF REQUIREMENTS		BILINGUAL REQUIREMENTS
	GR	CALWORKS	
WEST LOS ANGELES #09 11390 W. OLYMPIC BLVD. LOS ANGELES 90064		1	ENGLISH/SPANISH
COMPTON #26 211 E. ALONDRA BLVD. COMPTON 90220		1	ENGLISH/SPANISH
LINCOLN HEIGHTS #66 4077 N. MISSION RD. LOS ANGELES 90032		1	ENGLISH/SPANISH
SOUTH FAMILY #31 17600 "A" S. SANTA FE RANCHO DOMINGUEZ 90221		1	ENGLISH/SPANISH & ENGLISH/VIETNAMESE
SOUTHWEST FAMILY #83 923 E. REDONDO ST. INGLEWOOD 90302		1	ENGLISH/SPANISH
EXPOSITION PARK #12 3833 S. VERMONT AVE. LOS ANGELES 90037		1	ENGLISH/SPANISH
EL MONTE #04 3352 AEROJET AVE. EL MONTE 91731		1	ENGLISH/SPANISH
METRO FAMILY #13 2707 S. GRAND AVE. LOS ANGELES 90007		1	ENGLISH/SPANISH
METRO NORTH #38 2601 WILSHIRE BLVD. LOS ANGELES 90057		1	ENGLISH/SPANISH & ENGLISH/ARMENIAN
CUDAHY #06 8130 S. ATLANTIC AVE. CUDAHY 90201		1	ENGLISH/SPANISH
PARAMOUNT #62 2961 VICTORIA ST. RANCHO DOMINGUEZ, CA 90221		1	ENGLISH/SPANISH
EAST VALLEY #11 14550 LANARK ST. PANORAMA CITY 91402		1	ENGLISH/SPANISH
SANTA CLARITA BRANCH #51 27233 CAMP PLENTY RD. CANYON COUNTRY 91351		1	ENGLISH/SPANISH
WEST VALLEY #82 21415 PLUMMER ST. CHATSWORTH 91311		1	ENGLISH/SPANISH
BELVEDERE #05 5445 E. WHITTIER BLVD. LOS ANGELES 90022		1	ENGLISH/SPANISH
MEN'S CENTRAL JAIL 441 BAUCHET STREET LOS ANGELES 90012		1	ENGLISH/SPANISH
TOTAL STAFF GR/AFDC	19	25	

**Note: Location of SFIS workstations, staffing and bilingual requirements may vary during the term of the Contract; changes will be made with notification to Contractor.**

**Sample Invoice**  
**SFIS TERMINAL OPERATOR SERVICES**  
**INVOICE FOR MM/YY**

Contractor Name &amp; Address:

Invoice Date:

## WEEKLY SUMMARY

<u>SFIS Operator Name</u>	<u>Week Ending</u>	<u>District Number</u>	<u>Total Reg Hrs</u>	<u>Hrly Rate</u>	<u>Reg Amt</u>	<u>OT Hrs</u>	<u>OT Rate</u>	<u>OT Amt</u>	<u>Total Amt</u>
Abbott, Alice .....	1/08/06	20	40	\$	\$	5	\$	\$	\$
	1/15/06		40			0			
	1/22/06		40			0			
Cooper, Alice.....	1/29/06		40			0			
	1/31/06		8			1			
	1/08/06	15	40			0			
	1/15/06		32			0			
	1/22/06		40			0			
Smith, Jane .....	1/29/06		40			0			
	1/31/06		8			0			
	1/08/06	05	40			0			
	1/15/06		40			3			
	1/22/06		40			0			
	1/29/06		40			0			
<b>TOTALS</b>			<b>488</b>		\$	<b>9</b>		\$	\$

## MONTHLY SUMMARY FOR MM/YY

<u>Employee Name</u>	<u>Total Reg Hrs</u>	<u>Total Amt</u>	<u>Total OT Hrs</u>	<u>Total OT Amt</u>	<u>Total Amt</u>
Abbott, Alice	120	\$	6	\$	\$
Cooper, Alice	160	\$	3	\$	\$
Smith, Jane	208	\$		\$	\$
<b>TOTALS</b>	<b>488</b>	<b>\$</b>	<b>9</b>	<b>\$</b>	<b>\$</b>

Total Regular Hours: 488  
 Total Overtime Hours: 9  
 Total Hours: 497

Regular Amount: \$ \_\_\_\_\_  
 Overtime Amount: \$ \_\_\_\_\_  
 Total Amount Due: \$ \_\_\_\_\_

Contractor's Authorizing Signature

Date Signed

County Contract Administrator Signature

Approval Date

**ATTACHMENT B**  
**CONTRACTOR BUDGET SHEET**  
**&**  
**EMPLOYEE BENEFITS**

## SFIS TERMINAL OPERATORS SERVICES – BUDGET SHEET FORMAT

	Regular Hourly Cost	Overtime Hourly Cost
<b>DIRECT COST</b>		
SFIS Terminal Operator Hourly Wage	<u>\$11.84</u>	<u>\$17.76</u>
Payroll Taxes (List all appropriate)		
FICA.....	<u>\$0.91</u> .....	<u>\$1.36</u>
FUTA.....	<u>\$0.09</u> .....	<u>\$0.14</u>
SUI.....	<u>\$0.73</u> .....	<u>\$1.10</u>
Workers' Compensation.....	<u>\$0.47</u> .....	<u>\$0.47</u>
Total Payroll Taxes.....	<u>\$2.20</u> .....	<u>\$3.07</u>
Employee Benefits		
Medical Insurance.....	<u>\$0.00</u> .....	<u>\$0.00</u>
Dental Insurance.....	<u>\$0.00</u> .....	<u>\$0.00</u>
Life Insurance.....	<u>\$0.00</u> .....	<u>\$0.00</u>
Other: 1500 Hour Service Bonus *, 5 paid Jury Service Days		
5 paid Holidays **.....	<u>\$0.65</u> .....	<u>\$0.65</u>
Total Employee Benefits.....	<u>\$0.65</u> .....	<u>\$0.65</u>
Other Direct Costs		
Insurance.....	<u>\$0.03</u> .....	<u>\$0.03</u>
Supplies.....	<u>\$0.08</u> .....	<u>\$0.08</u>
Postage.....	<u>\$0.02</u> .....	<u>\$0.02</u>
Office Equipment.....	<u>\$0.11</u> .....	<u>\$0.11</u>
Telephone/Utilities.....	<u>\$0.05</u> .....	<u>\$0.05</u>
Space.....	<u>\$0.16</u> .....	<u>\$0.16</u>
Other.....	<u>\$0.00</u> .....	<u>\$0.00</u>
Total Other Direct Costs.....	<u>\$0.45</u> .....	<u>\$0.45</u>
<b>TOTAL DIRECT COSTS</b>	<u><b>\$15.14</b></u>	<u><b>\$21.93</b></u>
<b>INDIRECT COSTS</b>		
General Accounting/Bookkeeping.....	<u>\$0.19</u> .....	<u>\$0.19</u>
Management Overhead.....	<u>\$0.24</u> .....	<u>\$0.24</u>
Other – 5% Long-term Assignment Credit .....	<u>\$&lt;.02&gt;</u> .....	<u>\$&lt;.02&gt;</u>
<b>TOTAL INDIRECT COSTS</b>	<u><b>\$0.41</b></u>	<u><b>\$0.41</b></u>
<b>TOTAL DIRECT AND INDIRECT COSTS.....</b>	<u><b>\$15.55</b></u> .....	<u><b>\$22.34</b></u>
<b>PROFIT (Percentage: Regular Time-4.0%</b>		
<b>Overtime-3.1%).....</b>	<u><b>\$0.79</b></u> .....	<u><b>\$2.17</b></u>
<b>TOTAL PROPOSED HOURLY COST.....</b>	<u><b>\$16.34</b></u> .....	<u><b>\$24.51</b></u>

\*In lieu of paid vacation, SelectRemedy extends an 1800 hour bonus. This bonus is applicable for each 1800 hours worked (approximately 10 months).

\*\* Staff must work the business day before and the business day after a paid holiday in order to be eligible for paid holiday pay.

Jury Duty – Number of days = 5 per year



**EMPLOYEE BENEFITS**

**Medical Insurance/Health Plan – NOT APPLICABLE**

Employer Pays \$ \_\_\_\_\_ Employee Pays \$ \_\_\_\_\_ Total Mo. Premium \$ \_\_\_\_\_  
Annual Deductible:

Employee \$ \_\_\_\_\_

Family \$ \_\_\_\_\_

**SelectRemedy will pay the  
Living Wage hourly rate of \$11.84/HR or higher  
depending on merit in lieu of  
extending health care benefits**

Coverage ( ☐ ):

\_\_\_\_\_ Hospital Care (Inpatient \_\_\_\_\_ Out Patient \_\_\_\_\_)

\_\_\_\_\_ X-Ray & Laboratory \_\_\_\_\_ Surgery

\_\_\_\_\_ Office Visits \_\_\_\_\_ Pharmacy

\_\_\_\_\_ Maternity \_\_\_\_\_ Mental Health/Chemical Dependency, Inpatient

\_\_\_\_\_ Mental Health/Chemical Dependency, Outpatient

**Dental Insurance– NOT APPLICABLE**

Employer Pays \$ \_\_\_\_\_ Employee Pays \$ \_\_\_\_\_ Total Premium \$ \_\_\_\_\_

**Life Insurance– NOT APPLICABLE**

Employer Pays \$ \_\_\_\_\_ Employee Pays \$ \_\_\_\_\_ Total Premium \$ \_\_\_\_\_

**Vacation**

Number of Days \_\_\_\_\_\*, And

Any Increase After \_\_\_\_\_ Years of Employment, Number of Days or Hours \_\_\_\_\_

**Sick leave**

Number of Days \_\_\_\_\_-0-\_\_\_\_\_ Per Year, And

Any Increase or Accumulation, Number of Days or Hours \_\_\_\_\_

**Holidays**

Number of Days \_\_\_\_\_5\*\*\_\_\_\_\_ Per Year NEW YEAR'S DAY, LABOR DAY, CHRISTMAS,  
THANKSGIVING, AND DAY AFTER THANKSGIVING

**Retirement – NOT APPLICABLE**

Employer Pays \$ \_\_\_\_\_ Employee Pays \$ \_\_\_\_\_ Total \$ \_\_\_\_\_

\*In lieu of paid vacation, SelectRemedy extends a 1800 hour bonus. This bonus is applicable for each 1800 consecutive hours worked (approximately 10 months).

\*\* Staff must work the business day before and the business day after a paid holiday in order to be eligible for paid holiday pay.

**Jury Duty** – Number of days = 5 per year

**ATTACHMENT C**

**INVITATION FOR BID/REQUEST FOR PROPOSALS/  
GROUNDS FOR REJECTION**

**INVITATION FOR BID/REQUEST FOR PROPOSALS/  
GROUNDS FOR REJECTION**

*Los Angeles County Code* Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:

Notwithstanding any other section of this *Code*, the County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Contractor, or (2) participated in any way in developing the Contract or its service specification; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

Contractor hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within scope of *Code Section 2.180.010* as outlined above.

Robin Doran, Regional Vice President

Typed Name and Title of Signer



Signature

12-21-06

Date

**ATTACHMENT D**  
**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

A. By submission of this Bid, The Contractor certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the Contractor.

NAME

PHONE NUMBER

Rboin Doran310-335-9131Steve Sorensen805-882-2200Robin Doran805-882-2200

**NOTE:** Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

C. List names of all joint ventures, partners, Sub-Contractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

Select Remedy

Name of Firm

Robin Doran

Regional Vice President

Print Name of Signer

Title

Signature

Date

12-21-06

**ATTACHMENT E**  
**CERTIFICATION OF NO CONFLICT OF INTEREST**

# CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

## **CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in Number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of Number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in Number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

Robin Doran

Proposer Name

Regional Vice President

Proposer Official Title



Official's Signature

**ATTACHMENT F**  
**BIDDER'S/OFFERER'S EEO CERTIFICATION**



## BIDDER'S/OFFERER'S EEO CERTIFICATION

SelectRemedy  
Company Name

777 South Figueroa Street, Suite 2500, Los Angeles, CA 90017  
Address

93-0994537  
Internal Revenue Service Employer Identification Number

## GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	( X )	( )
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	( X )	( )
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	( X )	( )
4. When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( X )	( )



Signature

12-2-06  
Date

Robin Doran, Regional Vice President  
Name and Title of Signer (please print)

EEO CERTIFICATION

**ATTACHMENT G**

**BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES CERTIFICATION**

## BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

SelectRemedy

Contractor's Name

777 South Figueroa Street, Suite 2500, Los Angeles, CA 90017

Address

93-0994537

Internal Revenue Service Employer Identification Number

## GENERAL

In accordance with Subchapter VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, and the American with Disabilities Act of 1990, the Contractor, supplier, or proposer certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, gender, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

## PROPOSER'S CERTIFICATION

(circle one)

- |    |   |                                      |                          |
|----|---|--------------------------------------|--------------------------|
| 1. | The Proposer has a written policy statement prohibiting discrimination in providing services and benefits.  | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| 2. | The Proposer periodically monitors the equal provision of services to ensure nondiscrimination.   | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| 3. | Where problem areas are identified in equal provisions of services and benefits, the Proposer has a system for taking reasonable corrective action within a specified length of time. | <input checked="" type="radio"/> Yes | <input type="radio"/> No |

Robin Doran, Regional Vice President

Name and Title of Signer



Signature

12-21-06

Date

**ATTACHMENT H**

**CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE  
OF CIVIL RIGHTS RESOLUTION**

ATTACHMENT B

**CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE OF CIVIL RIGHTS RESOLUTION  
AGREEMENT WITH  
THE LOS ANGELES COUNTY  
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

We, Company, agree to comply with the Civil Rights Resolution Agreement the County of Los Angeles, Department of Public Social Services (DPSS), has entered into with the Office for Civil Rights, Department of Health and Human Services Region IX. We, Company, also agree to comply with the following Civil Rights provisions: Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; American with Disabilities Act of 1990; Government Code Section 11135; California Code of Regulations, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21; and other applicable Federal and State laws, rules, and regulations to ensure that employment practices and the delivery of social service programs are non discriminatory.

As a Contractor with DPSS, Company, agrees to comply with the provisions set forth in the Resolution Agreement aforementioned. Further, Company, agrees to comply with the requirements of the Resolution Agreement and Company understands that it is necessary to ensure their respective public contact staff receive the DPSS provided Civil Rights training, ensure participants receive notices in their primary language, provide interpreters as needed, and comply with all other requirements of the Resolution Agreement.

By signing this form we, Company, agree to the aforementioned.



\_\_\_\_\_  
Director's Signature (Contractor)

12-21-06

\_\_\_\_\_  
Date

\_\_\_\_\_  
777 South Figueroa Street, Suite 2500

\_\_\_\_\_  
Los Angeles, CA 90017

\_\_\_\_\_  
Contractor's Address

**ATTACHMENT I**  
**CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE**

**CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE****2.203.010 Findings.**

The Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County contracts possess reasonable jury service policies.

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a Contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the County but does not include:
  - 1. A contract where the Board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular Contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the County pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

## CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the Chief Administrative Officer, or the Contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

### 2.203.030 Applicability.

This chapter shall apply to Contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to Contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

### 2.203.040 Contractor Jury Service Policy.

Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

### 2.203.050 Other Provisions.

- A. Administration. The Chief Administrative Officer shall be responsible for the administration of this chapter. The Chief Administrative Officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.
- B. Compliance Certification. At the time of seeking a contract, a Contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

### 2.203.060 Enforcement and Remedies.

For a Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:



## CONTRACTOR EMPLOYEE JURY SERVICE

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the Contractor.

### 2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any Contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any Contractor that meets all of the following:
  1. Has ten or fewer employees during the contract period; and,
  2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

### 2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

**ATTACHMENT J**  
**COUNTY OF LOS ANGELES CONTRACTOR**  
**EMPLOYEE JURY SERVICE PROGRAM**

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a Contractor or Sub-Contractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: <u>SelectRemedy</u>		
Company Address: <u>777 S. Figueroa Street, Suite 2500</u>		
City: <u>Los Angeles</u>	State: <u>CA</u>	Zip Code: <u>90017</u>
Telephone Number: <u>(213) 408-0262</u>		
Solicitation For Temporary Staffing Services:		

*If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.*

**Part I: Jury Service Program is Not Applicable to My Business:**

- ☐ My business does not meet the definition of "Contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.


- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

**Part II: Certification of Compliance**

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct*

Print Name: <u>Robin Doran</u>	Title: <u>Regional Vice President</u>
Signature: 	Date: <u>12-21-06</u>

**ATTACHMENT K**  
**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND**  
**CONFIDENTIALITY AGREEMENT**

## CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

### GENERAL INFORMATION

Your employer, \_\_\_\_\_, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

### ACKNOWLEDGMENT OF EMPLOYER

- I understand that \_\_\_\_\_ is my sole employer for purposes of this employment.
- I rely exclusively upon \_\_\_\_\_ for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.
- I understand and agree that I am not an employee of Los Angeles County for any purposes, and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.
- I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer \_\_\_\_\_ and the County of Los Angeles.

\_\_\_\_\_ (Initial and date)

### CONFIDENTIALITY AGREEMENT

As an employee of \_\_\_\_\_, you may be involved with work pertaining to County services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the County of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by \_\_\_\_\_ for the County.

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT  
(Continued)**

Please read the following Contract and take time to consider it prior to signing:

*I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between \_\_\_\_\_ and the County of Los Angeles.*

- *I agree to forward all requests for the release of information received by me to my immediate supervisor.*
- *I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.*
- *I agree to return all confidential materials to my immediate supervisor upon termination of my employment with \_\_\_\_\_ or completion of the presently assigned work task, whichever occurs first.*
- *I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.*

\_\_\_\_\_ (Initial and Date)

**CONFLICT OF INTEREST POLICY**

**I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.**

These are some of the programs that are administered by DPSS:

- California Work Opportunity and Responsibility for Kids (CalWORKs)
- Los Angeles County General Relief Program (GR)
- California Medi-Cal Program (Medi-Cal)
- Food Stamps Program (FS)
- Social Services to Adults, Children, and Families
- Supervision of Children Placed in Foster Care
- Cuban/Haitian Entrant Program (CHEP)
- Refugee Resettlement Program (RRP)
- Special Circumstances (SC)
- Repatriate Program (Repat)

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT  
(Continued)**

**CONFLICT OF INTEREST POLICY (Cont.)**

**DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER \_\_\_\_\_, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES, OR CLOSE FRIENDS PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.**

I understand that I am to report any of the following relationships and that the COUNTY will screen Contractor's employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

**IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.**

me: \_\_\_\_\_  
(Contractor Employee's Signature)

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please Print Contractor Employee's Name)

Working Title: \_\_\_\_\_

Original: Contractor  
Copy: Contractor Employee

**ATTACHMENT L**  
**IRS NOTICE 1015**





Department of the Treasury  
Internal Revenue Service

**Notice 1015**

(Rev. December 2004)

**Have You Told Your Employees About the Earned Income Credit (EIC)?**

**What Is the EIC?**

The EIC is a refundable tax credit for certain workers. **What's New.** Workers cannot claim the EIC if their 2004 investment income (such as interest and dividends) is over \$2,650.

**Which Employees Must I Notify About the EIC?**

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, *Employee's Withholding Allowance Certificate*. **Note.** You are encouraged to notify each employee whose wages for 2004 are less than \$35,458 that he or she may be eligible for the EIC.

**How and When Must I Notify My Employees?**

You must give the employee one of the following:

- The IRS Form W-2, *Wage and Tax Statement*, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, *Possible Federal Tax Refund Due to the Earned Income Credit (EIC)*.
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2005.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-828-3676, or from the IRS website at [www.irs.gov](http://www.irs.gov).

**How Will My Employees Know if They Can Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2004 instructions for Form 1040, 1040A, 1040EZ, or Pub. 598, *Earned Income Credit (EIC)*.

**How Do My Employees Claim the EIC?**

Eligible employees claim the EIC on their 2004 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2004 and owes no tax but is eligible for a credit of \$791, he or she must file a 2004 tax return to get the \$791 refund.

**How Do My Employees Get Advance EIC Payments?**

Eligible employees who expect to have a qualifying child for 2005 can get part of the credit with their pay during the year by giving you a completed Form W-5, *Earned Income Credit Advance Payment Certificate*. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), *Employer's Tax Guide*.

**Notice 1015**  
(Rev. 12-2004)

**ATTACHMENT M**  
**COMPLAINT OF DISCRIMINATORY TREATMENT**

## COMPLAINT OF DISCRIMINATORY TREATMENT

TO: DEPARTMENT OF PUBLIC SOCIAL SERVICES  
CIVIL RIGHTS AND LANGUAGE SERVICES SECTION  
12880 CROSSROADS PARKWAY SOUTH  
CITY OF INDUSTRY, CALIFORNIA 91748

CASE NAME: \_\_\_\_\_

CASE NUMBER: \_\_\_\_\_

I, \_\_\_\_\_, hereby file this complaint of discriminatory treatment  
(Please print your name) and request that an investigation be conducted.

I believe I was discriminated against because of my:

- |  |   |                                     |
|--|---|-------------------------------------|
| <input type="checkbox"/> RACE                  | <input type="checkbox"/> RELIGION       | <input type="checkbox"/> COLOR      |
| <input type="checkbox"/> NATIONAL ORIGIN       | <input type="checkbox"/> SEX            | <input type="checkbox"/> AGE        |
| <input type="checkbox"/> POLITICAL AFFILIATION | <input type="checkbox"/> MARITAL STATUS | <input type="checkbox"/> DISABILITY |

DATE OF OCCURENCE : \_\_\_\_\_

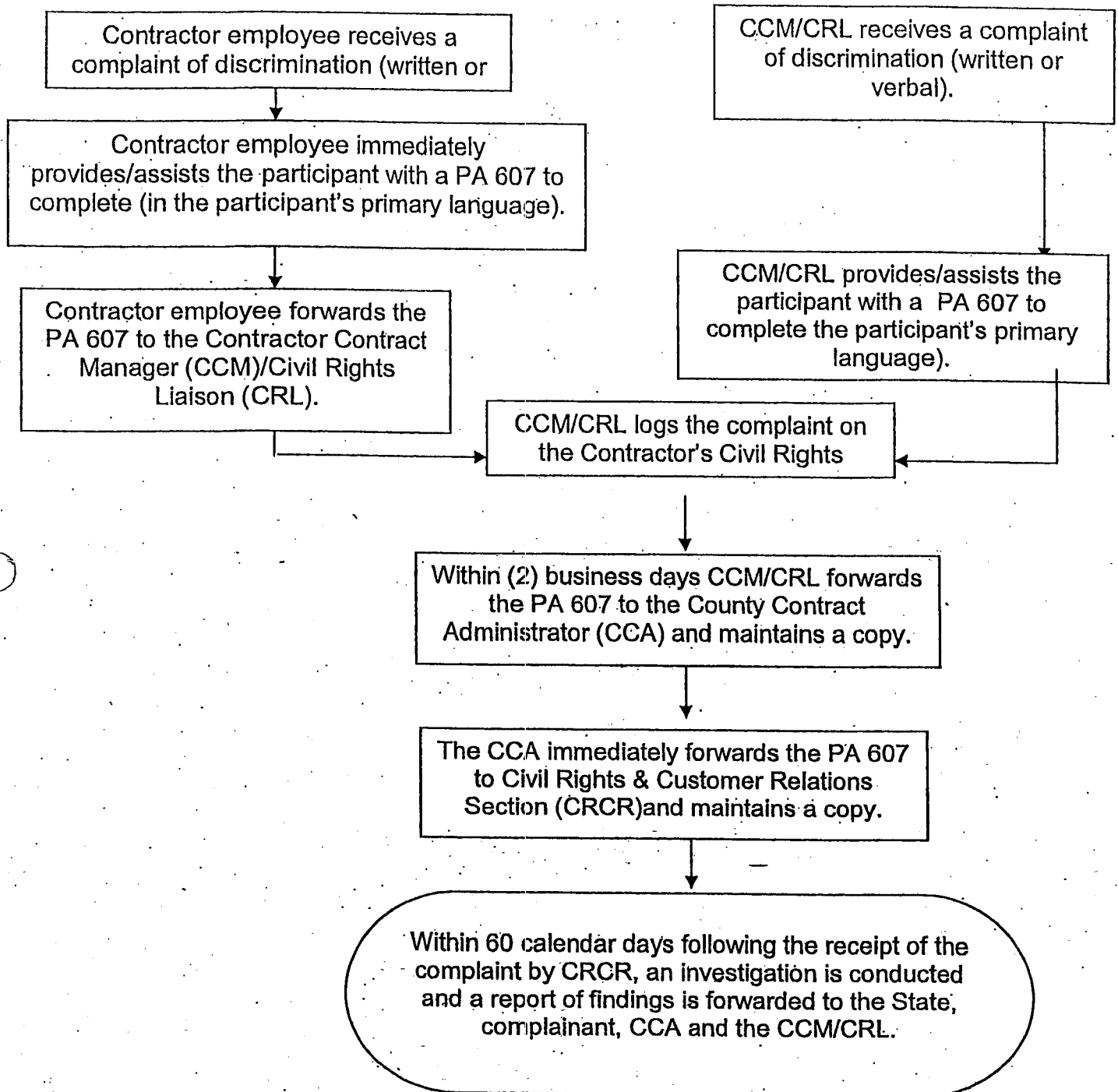
NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED AGAINST ME :  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS :  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN :  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(SIGNATURE) \_\_\_\_\_

(DATE) \_\_\_\_\_

ADDRESS : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_TELEPHONE : \_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT N**  
**CIVIL RIGHTS COMPLAINT FLOWCHART**  
**CONTRACTOR PROCESS**

**CIVIL RIGHTS COMPLAINT FLOWCHART  
CONTRACTOR PROCESS**

**ATTACHMENT O**  
**COUNTY'S ADMINISTRATION**

## COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

## COUNTY PROJECT DIRECTOR:

Name: Thanh V. Do  
Title: Director, Contract Management Section I  
Address: Department of Public Social Services  
12900 Crossroads Parkway South  
City of Industry, California 91746-3411  
Telephone: (562) 908-3524  
Facsimile: (562) 908-0590  
E-Mail Address: thanhdo@dpss.lacounty.gov

## COUNTY PROJECT MANAGER:

Name: Sandra L. Smalls  
Title: Human Services Administrator II  
Address: Department of Public Social Services  
12900 Crossroads Parkway South  
City of Industry, California 91746-3411  
Telephone: (562) 908-3525  
Facsimile: (562) 908-0590  
E-Mail Address: sandrasmall@dpss.lacounty.gov

## COUNTY CONTRACT ADMINISTRATOR:

Name: Rudy Ornelas  
Title: County Contract Administrator  
Address: Department of Public Social Services  
12900 Crossroads Parkway South  
City of Industry, California 91746-3411  
Telephone: (562) 908-3541  
Facsimile: (562) 908-0590  
E-Mail Address: rudyornelas@dpss.lacounty.gov

**ATTACHMENT P**  
**CONTRACTOR'S ADMINISTRATION**



## CONTRACTORS ADMINISTRATION

CONTRACTOR'S NAME: SelectRemedy

CONTRACT NO: \_\_\_\_\_

## CONTRACTOR'S PROJECT MANAGER:

Name: Jose Mata  
Title: Project Manager  
Address: 777 S. Figueroa Street, #2500, LA, CA 90017  
Telephone: (213) 408-0262 ext. 303  
Facsimile: (213) 408-0261  
E-Mail Address: j1m@selectremedy.com

## CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Frankie Fields  
Title: Alternate Project Manager  
Address: 777 S. Figueroa Street, #2500, LA, CA 90017  
Telephone: (213) 408-0262 ext. 306  
Facsimile: (213) 408-0261  
E-Mail Address: fif@selectremedy.com

Name: Robin Doran  
Title: Regional Vice President  
Address: 909 N. Sepulveda Boulevard, #180, El Segundo, CA 90245  
Telephone: (310) 335-9131  
Facsimile: (310) 335-9803  
E-Mail Address: rad@selectpersonnel.com

Notices to Contractor shall be sent to the following:

Name: Sandra Lopez  
Title: Branch Manager  
Address: 777 S. Figueroa Street, #2500, LA, CA 90017  
Telephone: (213) 408-0262 ext. 821  
Facsimile: (213) 408-0261  
E-Mail Address: san@selectremedy.com

**ATTACHMENT Q**  
**SAFELY SURRENDERED BABY LAW**

*It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail. If they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.*

**The California Safely  
Surrendered Baby Law:**

Allows a distressed birth parent(s)  
to legally, confidentially, and safely  
give up their baby.

Provides a safe place for babies

Protects the parent(s) from arrest or  
prosecution for abandonment as long as the  
baby has not been abused or neglected.

Does not require that names be given  
when the baby is turned over.

Permits parents to bring a baby within 3 days  
of birth to any Los Angeles County  
hospital ER or fire station.

**No shame.**

**No blame.**

**No names.**

**Newborns can be safely given up  
at any Los Angeles County hospital  
emergency room or fire station.**



State of California  
Gray Davis, Governor  
Health and Human  
Services Agency  
Carmelita Johnson, Secretary  
Department  
of Social Services  
Rita Clark, Director



Los Angeles County  
Board of Supervisors  
Clara Molina  
Supervisor, First District  
Wynne Brathwaite Burke  
Supervisor, Second District  
Vicki Yaroslavsky  
Supervisor, Third District  
Don Krutz  
Supervisor, Fourth District  
Michael D. Antonovich  
Supervisor, Fifth District



**In Los Angeles County:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafe-la.org](http://www.babysafe-la.org)**

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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**What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

**How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

**What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

**Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

**Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

**Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

**What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

**What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

**Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

**A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in with a loving family while the adoption process was started.

**In Los Angeles County:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**

# Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.



En el Condado de Los Angeles

1-877-BABY SAFE

1-877-222-9723

[www.babysafe-la.org](http://www.babysafe-la.org)



Estado de California  
Gobernador  
Oficina de Salud y Servicios Humanos  
Departamento de Salud y Servicios Humanos  
Grantland Johnson, Secretario  
Departamento de Servicios Sociales  
Departamento de Salud y Servicios Humanos  
Jill Siegel, Directora



Comisión de Supervisores del Condado de Los Angeles  
Blanca Molina, Supervisora, Primer Distrito  
Wonna Brathwaite-Turk, Supervisora, Segundo Distrito  
Zs. Yarbawsky, Supervisora, Tercer Distrito  
Don Knatz, Supervisora, Cuarto Distrito  
Michael D. Ammonovich, Supervisora, Quinto Distrito

Esta información también está disponible por línea a LA y INFO LINE de Los Angeles.

### **¿Qué es la Ley de Entrega de Bebés Sin Peligro?**

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### **¿Cómo funciona?**

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartal de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

### **¿Qué pasa si el padre/madre desea recuperar a su bebé?**

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### **¿Sólo los padres podrán llevar al recién nacido?**

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### **¿Los padres deben llamar antes de llevar al bebé?**

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartal de bomberos.

### **¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?**

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### **¿Qué ocurrirá con el bebé?**

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### **¿Qué pasará con el padre/madre?**

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### **¿Por qué California hace esto?**

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adónde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### **Historia de un bebé**

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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**Cada recién nacido merece una  
oportunidad de tener una vida saludable.  
Si alguien que usted conoce está pensando  
en abandonar a un recién nacido, infórmele  
qué otras opciones tiene.**

---

***Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado***

**ATTACHMENT R**  
**CHARITABLE CONTRIBUTIONS CERTIFICATION**

## CHARITABLE CONTRIBUTIONS CERTIFICATION

SelectRemedy  
Company Name

777 South Figueroa Street, Suite 2500, Los Angeles, CA 90017  
Address

93-0994537  
Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or CONTRACTOR has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a COUNTY contract, it will timely comply with them and provide COUNTY a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or CONTRACTOR is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

  
Signature

12-21-06  
Date

Robin Doran, Regional Vice President  
Name and Title of Signer (please print)



**ATTACHMENT S**  
**LIVING WAGE ORDINANCE**

**COUNTY OF LOS ANGELES  
LIVING WAGE ORDINANCE**

**TITLE 2 ADMINISTRATION**

**Chapter 2.201 LIVING WAGE PROGRAM**

**2.201.010 Findings.**

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.020 Definitions.**

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
  - 1. An individual or entity who has a contract with the county:
    - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

- b. For cafeteria services, referred to in this chapter as a “cafeteria services contract,” and
  - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer’s contract with the county.
- D. “Full time” means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.
- E. “Proposition A contract” means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007; Ord. 99-0048 § 1 (part), 1999.)

#### 2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.\* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

\* **Editor’s note:** Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

#### 2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be

submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

#### 2.201.050 Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

#### 2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

#### 2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
  - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
  - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and

3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
  - C. A subsequent employer is not required to hire a retention employee who:
    1. Has been convicted of a crime related to the job or his or her job performance; or
    2. Fails to meet any other county requirement for employees of a contractor.
  - D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

#### 2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
  1. Assess liquidated damages as provided in the contract; and/or
  2. Recommend to the board of supervisors the termination of the contract; and/or
  3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with

Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
  - 1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
  - 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
  - 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
  - 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00. "Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service. "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

## 2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)



**ATTACHMENT T**  
**CONTRACTOR LIVING WAGE DECLARATION**



# COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

## LIVING WAGE DECLARATION

The contract to be awarded pursuant to this Request for Proposal (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to the County awarding department.

If you are not exempt from the Program, please check the option that best describes your intention to comply with the Program.

- ☒ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage rate of not less than **\$11.84 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s): \_\_\_\_\_

Company Insurance Group Number: \_\_\_\_\_

Health Benefit(s) Payment Schedule:

- ☐ Monthly ☐ Quarterly ☐ Bi-Annual
- ☐ Annually ☐ Other: \_\_\_\_\_  
(Specify)

PLEASE PRINT COMPANY NAME: <b>SELECT REMEDY</b>	
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.	
SIGNATURE: <b>Frankie Fields</b>	DATE: <b>March 8, 2007</b>
PLEASE PRINT NAME: <b>FRANKIE FIELDS</b>	TITLE OR POSITION: <b>Sr. Personnel Supervisor</b>

**ATTACHMENT U**  
**MODEL CONTRACTOR STAFFING PLAN**

[illegible]



# MODEL CONTRACTOR STAFFING PLAN

[illegible]

# MODEL CONTRACTOR STAFFING PLAN

[illegible]

# MODEL CONTRACTOR STAFFING PLAN

[illegible]



# MODEL CONTRACTOR STAFFING PLAN

[illegible]